



City of Saginaw

Meeting and/or Executive Session Agenda

Tuesday, February 18, 2025, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

**** Revised ****

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation. The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--
"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

1C. Invocation--Dr. Mark Towns, First Baptist Church

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda

All items listed are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

2A. Action Regarding an Emergency Medical Services Inter-Local Agreement with the City of Fort Worth -- Doug Spears, Fire Chief

2B. Action Regarding Renewal of the AA Wrecker Contract for Police towing--Russell Ragsdale, Police Chief

2C. Action Regarding the Fireworks Contract for the Independence Celebration Event -- Randy Newsom, Public Works Director

2D. Action Regarding the approval of By-Laws for the Northwest Emergency Communications Center (NWECC)

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

- 3B. Discussion of the City Employee Code of Conduct and Respect for Citizens--Valentin Gutierrez
- 3C. Update on Valve Replacement project--Ronnie Martinez, Superintendent of Water/Wastewater Utilities
- 3D. Update on City Branding Community Vote -- Pedro Zambrano, Communications Manager
- 3E. Presentation of American Public Works Association (APWA) Accreditation--David Garcia, Intern

4. Public Hearings

- 4A. Public Hearing -- Consideration and Action Regarding a Request for a Specific Use Permit to allow a Residential Carport on the Property located at 1104 Roundhouse Dr. , Saginaw, Texas 76131 -- Maria Hernandez, Planning Tech

5. Business

- 5A. Consideration and Action Regarding Bid Award for Covered Parking for Police Department Vehicles--Russell Ragsdale, Police Chief

6. Executive Session

The City Council may take action on any Executive Session item posted.

- 6A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- 6B. Any posted item

- 6C. 551.074. Texas Government Code. Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

- 6D. City Engineer

- 6E. 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City, and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

- 6F. 400 S. Saginaw Blvd. and 405 S. Belmont St.

7. Adjournment

- 7A. Adjournment--Todd Flippo, Mayor

Date Posted: _____ Time: _____ By:

Date Retrieved: _____ Time: _____ By:

Date Posted: February 14, 2025



A. Action Regarding an Emergency Medical Services Inter-Local Agreement with the City of Fort Worth -- Doug Spears, Fire Chief

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Consent Agenda Item: 2A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Staff is requesting approval of the Emergency Medical Services Inter-local Agreement with the City of Fort Worth and adoption of the Uniform EMS Ordinance exhibit regarding EMS ambulance service. Ambulance service has traditionally been provided by Medstar in the form of a public utility model. With the financial struggles of EMS systems across the country, and particularly public utility models, in collaboration with the 13 Medstar member cities it was the decision of Fort Worth to transition the EMS system into the City of Fort Worth. Fort Worth comprises approximately 90 of Medstar services. Through this collaborative effort the City of Fort Worth will continue to provide EMS ambulance service to participating member cities through inter-local agreement. An equitable cost sharing structure has been identified and incorporated into the EMS ILA to ensure the long term sustainability of the system and the continuance of high quality patient care services.

Please see the accompanying memo to the City Manager providing further detail regarding staff request. The EMS ILA and Uniform EMS Ordinance are attached.

For topic refresher and further background I have also attached the following which are referenced in the current action for consideration:

- the State of EMS May 2024 presentation to City Council
- the September memo to the City Manager regarding the previously adopted EMS Memorandum of Understanding Agreement (MOUA)
- the EMS MOUA adopted in September
- the previously distributed Unit Hour Utilization cost and payment allocation information

FINANCIAL IMPACT:

For current fiscal year our cost allocation is pro-rated at the amount of \$51,528. This amount was requested and approved in the current budget and payment will be made on or before June 1st. Future years cost will be based on full year Unit Hour Utilization with cost estimates determined in March of each year ahead of annual budget preparation.

RECOMMENDATION:

Staff recommends approval of the EMS ILA as presented and adoption of the Uniform EMS Ordinance as presented.

Attachments

[CM Memo FTW EMS ILA Adoption February 2025.pdf](#)

[CM Memo FTW EMS MOUA.pdf](#)

[EMS - MOUA - SIGNED.pdf](#)

[EMS ILA Exhibit A - Uniform EMS Ordinance February 2025.pdf](#)

[EMS Interlocal Agreement February 2025.pdf](#)

[FTW EMS ILA Unit Hour Utilization Payment Calculations.pdf](#)

[State of EMS Council Presentation May 21, 2024.pdf](#)



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: February 10, 2025

RE: EMS Interlocal Agreement with the City of Fort Worth

After thorough collaboration, the Emergency Medical Services Interlocal Agreement or EMS ILA has been finalized and is in process of being adopted by the participating member entities. The EMS ILA defines the partnership in which the City of Fort Worth or City of FTW will formally become the provider of the EMS ambulance service to our city and 13 other participating member cities.

In September of last year Council approved the initial EMS Memorandum of Understanding Agreement or MOUA between the member cities and the City of FTW. The MOUA was necessary in order to begin the months long multiple steps of transition from Medstar to the City of FTW. For practical purposes FTW has assumed the authority and responsibility for the EMS ambulance operations but for legal purposes that authority and responsibility officially begin this coming July 1st with the adoption of the EMS ILA.

Details of the EMS ILA are mirrored for all the participating member entities which are:

- Saginaw
- Lake Worth
- Haslet
- Blue Mound
- Westworth Village
- Westover Hills
- River Oaks
- Haltom City
- Sansom Park
- White Settlement
- Lakeside
- Edgecliff Village
- Forest Hill

The EMS ambulance service will be fully integrated into the City of Fort Worth Fire Department as an EMS Division with operational responsibility assigned to the Fort Worth Fire Chief.

Our funding contribution for this fiscal year is prorated based on the July 1st EMS ILA effective date and at the amount of \$51,258. This expenditure was accounted for and approved in the current budget. Next fiscal year we will budget for our first full year of funding contribution. The City of FTW is diligently working to estimate next year's funding contribution for each member city before the end of March. The funding amount is based on the Unit Hour Utilization formula we have previously discussed.

During this transition we have already experienced improvements in service. There are more ambulances in service on a daily frequency resulting in improved ambulance availability and more consistent response times. Consolidation of the fire and EMS dispatch service is forthcoming to enhance the customer/patient experience and confidence when engaging 911.

Accompanying the EMS ILA as an exhibit is the Uniform EMS Ordinance which defines the standards of the EMS System and designates the City of FTW as the EMS provider for the EMS System. This mirrors closely the Uniform EMS Ordinance in place when the system was operated as Medstar. Both the EMS ILA and the Uniform EMS Ordinance have undergone a comprehensive legal counsel review by staff at TOASE and the documents are without legal concern.

Staff recommends approval of the EMS ILA and the accompanying Uniform EMS Ordinance, referenced as Exhibit A, as presented.



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: September 10, 2024

RE: EMS Transition to City of FTW and Initial MOUA

As the financial and operational responsibility of the ambulance component of our EMS system transitions from Medstar to the City of Fort Worth, the first necessary step is the formal adoption of the EMS Memorandum of Understanding and Agreement or MOUA. The intent of the MOUA is to formalize the mutual understanding of the 14 current Medstar member cities and their unanimous intent to 1) withdraw from the currently in effect Medstar Interlocal Agreement or ILA and, 2) enter into a new forthcoming EMS ILA with the City of Fort Worth, who as 89% of Medstar, has agreed to assume financial and operational oversight and responsibility of the EMS 911 ambulance service and continue to offer those services to the 13 member cities who combined, make up the remaining 11% of the current Medstar system.

The timing and necessity of the MOUA stems from the time required to dismantle the current Medstar ILA, transfer assets and licensing, and establish binding agreement of all parties in order to facilitate effective plan development for the funding and operational components when FTW officially assumes responsibility of the EMS system scheduled for July 1, 2025.

In the coming next few weeks and following the adoption of the EMS MOUA, each participating member city representative will bring back before their respective City Council an EMS Interlocal Agreement for consideration and action. Each participating member city will be provided the opportunity to introduce and negotiate with FTW on any jurisdiction specific considerations or details within their respective ILA before adoption.

Please see the accompanying:

- FTW EMS MOUA
- FTW EMS MOUA Exhibit A – EMS Interlocal Agreement (finalized template)
 - FTW EMS ILA Exhibit B - Travel Time Calculation
 - FTW EMS ILA Exhibit C – UHU Payment Calculations
- FTW EMS MOUA Exhibit B – Member City Values
- FTW EMS MOUA Exhibit C – Uniform EMS Ordinance (listed as Exhibit A in the FTW EMS ILA)

The accompanying documents and agreements are the result of many months of collaborative effort from our own City staff, leadership staff from all the participating member cities, the City of Fort Worth, Medstar and the contracted consultant, Fitch and Associates. The MOUA alone went through 16 significant revisions, ensuring the interests, concerns and needs of all involved parties were addressed.

Important takeaways:

- FTW has created an EMS Division within their Fire Department that will be responsible for operation of the EMS 911 ambulance system
- The full transition to FTW responsibility is scheduled for July 1, 2025 – the last quarter of fiscal year 2025
- Our city's first funding obligation is for the last quarter of 2025 - July, August and September
- Our proportionate pro rata 2025 funding obligation is \$51,258.00. This amount was accounted for and approved in the city budget and is due to the City of Fort Worth no later than July 1, 2025
- Fiscal year 2026 will be our first year of full proportionate funding with the cost based on the established UHC (unit hours consumed) funding formula using the previous fiscal year's (2025) UHC
- Our projected UHC for 2025 is 2,471 with our projected funding obligation in 2026 based on that UHC in the amount of \$254,290.61. Payment for that amount is divided into semi-annual payments with 50% due on or before January 1, 2026 and 50 due on or before July 1, 2026. There is an established process for true-up of actual cost since forecasting of UHC and budgeting is projected on the previous year's actual UHC
- The EMS systems funding structure is the most financially feasible and equitable of all viable options, delivers the best value through continuance of a multi-jurisdictional collaboration, and provides financial sustainability of the system into the future
- The EMS system governance structure provides fair stakeholder representation and involvement
- The entire service area will see an improvement in service through much improved response times to all calls for service, particularly the critical life-threatening emergencies when seconds do matter, and through an increase in the number of ambulances deployed daily throughout the service area
- Users of the 911 EMS system will not see a difference in the service as it exists today except the aforementioned improvements

I am extremely confident we have set the EMS system ambulance service up for continued operational and financial success for both now and into the future. Our partnership with FTW remains strong and this is another prudent evolutionary step on the partnership successes we enjoy today. Those being water/sewer service, radio communications, fire dispatch, and public safety aid responses. Staff recommends approval of the MOUA as presented.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement concerning emergency medical services (the “MOUA”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and the undersigned units of local government, hereinafter referred to as the “Participating Members” or a “Participating Member.” Fort Worth and the Participating Members may collectively be referred to herein as the “Parties.”

WHEREAS, Fort Worth and the Participating Members are parties to a Restated and Amended Interlocal Cooperative Agreement effective July 23, 2020 (the “ILA”) for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, the Parties and other units of local government created the Metropolitan Area EMS Authority d/b/a MedStar (“MedStar”) to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, MedStar has experienced rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of the EMS System for the Parties and members of the public;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, by executing this MOUA, the Parties jointly agree to withdraw from the ILA and dissolve MedStar as provided by the terms of this MOUA;

WHEREAS, in order to operate the EMS System, Fort Worth will assume control of all assets and property of MedStar and will provide such services to the Participating Members in accordance with the terms of this MOUA and any EMS Interlocal Agreement executed between Fort Worth and a Participating Member;

WHEREAS, the Parties agree to independent clinical oversight of the EMS System through a Medical Director employed or contracted by Fort Worth;

WHEREAS, the Parties further agree that a multi-jurisdictional EMS advisory board and a multi-jurisdictional medical control advisory board are in the best interest of the public health and welfare and the success of the EMS System and services provided to the Participating

Members and the public within their corporate limits; and

WHEREAS, the purpose of this MOUA is to formalize the mutual understanding of the Parties regarding the withdrawal from the ILA and the establishment of a new framework in a binding agreement until final individual EMS Interlocal Agreements governing the EMS System services may be negotiated by the Parties.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this MOUA but are used in the EMS Interlocal Agreements, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this MOUA, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and the Medical Director's agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical

technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this MOUA, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Participating Members choose to provide themselves as First Responders.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by a Participating Member, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: WITHDRAWAL FROM ILA

2.1 The recitals set forth above are true and correct and are incorporated herein by this reference as though fully set forth herein.

2.2 As evidenced by the execution of this MOUA, the Parties hereby jointly agree to withdraw from the ILA, pursuant to section 1.2 of the ILA, effective upon each Party’s execution of this MOUA, respectively. Subject to and conditioned on the execution of this MOUA by all Parties to the ILA, each Party to this MOUA withdraws from the ILA and relinquishes all associated rights and obligations therein and the ILA will be deemed to be terminated.

2.3 In accordance with the terms of the ILA, the existence of MedStar is perpetual unless and until all Parties to the ILA withdraw. By executing this MOUA, the Parties jointly agree to dissolve MedStar and all of its associated obligations from the ILA, effective concurrently with the date of final execution of this MOUA by all Parties.

2.4 The above notwithstanding, MedStar will continue to exist and operate in a limited and temporary capacity for transitional purposes as described by Section 16.

2.5 For the avoidance of doubt, the Parties intend for this MOUA to supersede the ILA and to serve as the interlocal contract and form the legal basis on which MedStar will continue to exist pursuant to Section 791.013 of the Texas Government Code. For purposes of compliance with Section 791.011 of the Texas Government Code, the Parties agree that any payment for the performance of governmental functions or services will be made from current revenues available to the paying Party.

Section 3: DISTRIBUTION OF ASSETS

3.1 Pursuant to section 5.8 of the ILA, MedStar is authorized to purchase, lease, acquire, accept, own, or hold real or personal property, to operate or maintain the same, to borrow or incur debt, to accept gifts, grants, or bequests, and to contract in its own name.

3.2 The Participating Members hereby authorize the transfer of each of their interests, if any, in all real or personal property, cash, equipment, vehicles, funds, intellectual property, and other assets of any kind whatsoever held by MedStar to Fort Worth's sole control and ownership expressly for the purpose of Fort Worth providing the EMS System services to the people within the Service Area.

3.3 The transfer of assets will be memorialized by the appropriate legal instruments, including, as may be applicable, bills of sale, warranty deeds, assignment agreements, or as otherwise may be deemed necessary or be required and approved by the MedStar board of directors or, subject to section 16 below, Fort Worth.

Section 4: SERVICES

4.1 The Participating Members acknowledge and support the intention and agreement of Fort Worth to be, and Fort Worth hereby agrees to assume the role of, the exclusively contracted EMS Provider of the EMS System for the Participating Members' jurisdictions, other than those first response services a Participating Member chooses to provide itself as a First Responder, on the terms and conditions stated herein and in each separate EMS Interlocal Agreement with each Participating Member.

4.2 Fort Worth, by resolution of its governing body, authorized staff signing below to enter into this MOUA with the Participating Members whereby Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services to the Parties' jurisdictions. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees while providing services pursuant to this MOUA.

4.3 The Parties acknowledge that the intent of the MOUA is to bind the Parties to the terms contained herein. Simultaneously, the Parties acknowledge that each Participating Member will enter into a separate EMS Interlocal Agreement with Fort Worth in substantially the form of the template attached to this MOUA as Exhibit A.

Section 5: TERM, TERMINATION, AND ASSET VALUATION

5.1 This MOUA will be effective once finally executed by each of the Participating Members and will be perpetual unless earlier terminated in accordance with the terms of this MOUA. This MOUA will automatically terminate as to a Participating Member upon the occurrence of the last of the following two events: (1) the execution of that Participating Member's EMS Interlocal Agreement with Fort Worth; and (2) upon Fort Worth's written acknowledgement of the effective transfer of that Participating Member's share of MedStar's assets to Fort Worth in accordance with Section 3 of this MOUA.

5.2 A Participating Member may terminate its participation in this MOUA by providing ninety (90) days' written notice to Fort Worth and each other Participating Member of its intent to withdraw from the MOUA ("Withdrawing Party"). The Withdrawing Party will be entitled to a distribution of cash representing the Withdrawing Party's pro-rata share of the then current value of MedStar's assets transferred to Fort Worth pursuant to Section 3 above, subject to depreciation over a term of five years. The value of those assets, and each Participating Member's pro rata share of that value, has been determined by Fort Worth and the amount is reflected in the attached Exhibit B. The Withdrawing Party's share, less depreciation, will be determined by Fort Worth as of the effective date of the Withdrawing Party's notice provided by this section. And the amount, if any, will be distributed to the Withdrawing Party by Fort Worth within ninety (90) days. After five years have lapsed from the execution of its EMS Interlocal Agreement, the Participating Members forfeit all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to this MOUA.

5.3 Upon the effective date of termination of this MOUA by withdrawal Fort Worth will cease being the EMS Provider for the Withdrawing Party.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to: (1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3). Actual unit hours consumed on 911 calls in each Party's jurisdiction does not include time spent posting or stationed in a particular jurisdiction.

6.2 For illustrative purposes only, the following is an example of funding using the UHC allocation strategy. If there are 168,718 consumed unit hours in the EMS System inclusive of all participating agencies (step 1) and the needed residual public funding is \$17,363,565 (step 2). The UHC (step 3) is \$102.91. If Fort Worth's consumed unit hours (step 4) is 150,161 unit hours within its corporate limits, then the cost allocation for Fort Worth (step 5) is \$15,453,068.50 A Participating Member's actual unit hours will be determined by Fort Worth annually and the

previous fiscal year's actual unit hours will be used to calculate costs for the next fiscal year. Each Participating Member will be notified of its actual unit hours and the UHC allocation for the coming fiscal year, in writing, at the end of Fort Worth's fiscal year and as described in the Participating Member's EMS Interlocal Agreement.

Section 7: SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of Fire Chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and robust Participating Member representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth to include as follows:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Participating Members' jurisdictions.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by each Participating Member and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are

consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

7.4 The Parties each agree to adopt and enforce the Uniform EMS Ordinance attached to this MOUA as Exhibit C. Exhibit C is intended to replace each Party's existing uniform EMS ordinance in its entirety.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical

Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

9.1 It is expressly understood and agreed by the Parties to this MOUA that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this MOUA to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit the financial and business records of Fort Worth and a Participating Member that relate to the services provided (collectively "Records") at any time during the Term of this MOUA and for three (3) years thereafter in order to determine compliance with this MOUA. Throughout the Term of this MOUA and for three (3) years thereafter, City and Participating Members shall make all Records available following reasonable advance notice by City or a Participating Member and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this section 9 shall survive expiration or earlier termination of this MOUA.

Section 11: STANDBY EMS, IFT, AND MUTUAL AID AGREEMENTS

11.1 This MOUA is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for any Participating Member. Nothing herein prohibits any Participating Member from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This MOUA is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This MOUA is not intended to prevent any Participating Member from participating in mutual aid agreements as is typical and ordinary among the Participating Members.

Section 12: GOVERNMENTAL POWERS

12.1 It is understood and agreed that by execution of this MOUA, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This MOUA may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This MOUA may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: DATA

15.1 Fort Worth, and the Fort Worth Fire Department, by providing the EMS System services will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 16: TRANSITIONAL AUTHORITY AND CONTINUITY OF OPERATIONS

16.1 The parties acknowledge and agree that the period between execution of this MOUA, the withdrawal from the ILA, the transition of EMS System services to Fort Worth as the EMS Provider, and the complete dissolution of MedStar may create some operational and practical complications for the EMS System, IFT, and the associated services for the Parties. To ensure a smooth and efficient transition of operations, assets, and obligations from MedStar to Fort Worth, the Parties agree that the dissolution of MedStar described in Section 2 will initially be considered a partial dissolution and MedStar will maintain its legal status as a governmental administrative agency and continue to operate under the direct management and oversight of Fort Worth for a finite period of time and for the limited purposes described in this Section 16. When Fort Worth determines, in its sole discretion, that all winding down matters have been completed MedStar will completely dissolve and cease to exist as a legal entity. When Fort Worth makes this determination, Fort Worth will provide written notice to all Participating Members of the date of final dissolution. The period between the final execution of this MOUA and the final dissolution of MedStar shall be referred to herein as the “Transition Period.”

16.2 During the Transition Period, MedStar will continue to operate certain temporary functions under the management of Fort Worth to ensure continuity in billing, collections, and other operational areas as needed. The Parties hereby grant Fort Worth the authority to take all necessary actions to ensure the continued operation and administration of the EMS System services to all parties, including actions that may not be contemplated by the ILA or policies of the MedStar board of directors (“Transitional Authority”). This Transitional Authority includes, but is not limited to, contracting with interim executive staff as may be necessary, maintaining licensure and registration, managing assets and liabilities, and addressing other core operational needs during the Transition Period. Because the ILA does not contemplate a transition period or winding down of MedStar, unanticipated issues may arise beyond the scope of the ILA during the Transition Period and this Transitional Authority is intended to cover that gap.


16.3 Notwithstanding any provisions in the ILA or the policies and practices of the MedStar board of directors, the Transitional Authority granted herein authorizes Fort Worth to appoint and hire interim executive staff as it deems necessary to manage the affairs of MedStar during the Transition Period.

16.4 The Transitional Authority authorizes Fort Worth to take all necessary steps to maintain or renew any required licenses, permits, or registrations for the EMS System services. This includes completing and submitting any necessary applications or documents to regulatory agencies, regardless of existing ILA provisions. The Transitional Authority authorizes Fort Worth to effectuate the transfer of the Participating Members’ share of MedStar assets, as contemplated and authorized by this MOUA.



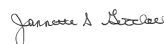
16.5 This section 16 shall survive termination or expiration of this MOUA. And the Transitional Authority granted to Fort Worth shall remain in effect until the final dissolution of Medstar and the complete transfer of assets and responsibilities of the full EMS System to Fort Worth.


(signature page follows)

[Executed effective as of the date signed by the Deputy City Manager below.] / [ACCEPTED AND AGREED:]

<p>City of Fort Worth:</p> <p>By: <u></u> Name: Mark McDaniel Title: Deputy City Manager</p> <p>Date: <u>Dec 31, 2024</u></p>

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p>Approved as to Form and Legality:</p> <p>By: <u></u> Name: Taylor C. Paris Title: Assistant City Attorney</p> <p>Contract Authorization: Resolution: No. 5956-05-2024</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u> <small>Valerie Washington (Jan 1, 2025 08:14 CST)</small></u> Name: Valerie Washington Title: Assistant City Manager</p> <p>City Secretary:</p> <p>By: <u></u> Name: Jannette S. Goodall Title: City Secretary</p>
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<p>City of Blue Mound:</p> <p>By: </p> <p>Name: <u>Jennifer Calvert</u></p> <p>Title: <u>City Administrator/Finance Dir.</u></p> <p>Date: <u>09/19/2024</u></p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>City of Edgecliff Village:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>City of Forest Hill:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>City of Haltom City:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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City of Blue Mound:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____


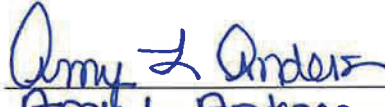
City of Edgecliff Village:	Attest
By: <u><i>Dennis M. Riquen</i></u>	By: <u><i>Veronica M. Gamba</i></u>
Name: <u>MAYOR</u>	Name: <u>City Secretary</u>
Title: <u>DENNIS M. Riquen</u>	Title: <u>Veronica Gamba</u>
Title: <u>MAYOR</u>	Title: <u>City Secretary</u>
Date: <u>Dec 12, 2024</u>	Date: <u>December 12, 2024</u>

City of Forest Hill:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Haltom City:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Blue Mound:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Edgecliff Village:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



City of Forest Hill:	Attest
By: 	By: 
Name: <u>Venus M. Wehle</u>	Name: <u>Amy L. Anderson</u>
Title: <u>City Manager</u>	Title: <u>City Secretary</u>
Date: <u>11/05/2024</u>	Date: <u>11/05/2024</u>

City of Haltom City:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

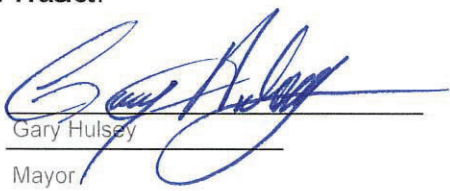

City of Blue Mound:	Attest
By: _____	By: _____
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Title: _____	Title: _____
Date: _____	Date: _____

City of Edgecliff Village:	Attest
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Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Forest Hill:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Haltom City:	Attest
By: 	By: 
Name: <u>REX PHELPS</u>	Name: <u>ARI CAMACHO</u>
Title: <u>CITY MANAGER</u>	Title: <u>CITY SECRETARY</u>
Date: <u>SEPT. 23, 2024</u>	Date: <u>SEPT. 23, 2024</u>



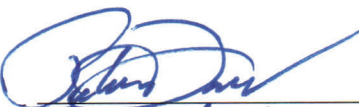

<p>City of Haslet:</p> <p>By: </p> <p>Name: <u>Gary Hulsey</u></p> <p>Title: <u>Mayor</u></p> <p>Date: <u>October 8, 2024</u></p>	<p>Attest</p> <p>By: </p> <p>Name: <u>Katrina White</u></p> <p>Title: <u>City Secretary</u></p> <p>Date: <u>October 8, 2024</u></p>
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<p>City of Lakeside:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>City of Lake Worth:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>City of River Oaks:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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City of Haslet:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Lakeside:	Attest
By:  _____	By:  _____
Name: <u>Patrick Jacobs</u>	Name: <u>NORMAN CRAVEN</u>
Title: <u>MAYOR</u>	Title: <u>CITY SECRETARY</u>
Date: <u>10/10/2024</u>	Date: <u>10/10/2024</u>

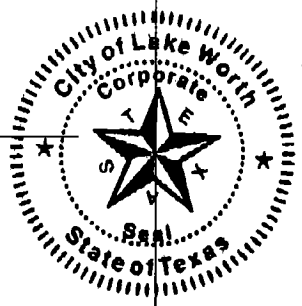
City of Lake Worth:	Attest
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Name: _____	Name: _____
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Date: _____	Date: _____

City of River Oaks:	Attest
By: _____	By: _____
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Date: _____	Date: _____

City of Haslet:	Attest
By: _____	By: _____
Name: _____	Name: _____
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Date: _____	Date: _____

City of Lakeside:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Lake Worth:	Attest
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>
Name: <u>Stacey Almond</u>	Name: <u>Holly Embres</u>
Title: <u>City Manager</u>	Title: <u>City Secretary</u>
Date: <u>10.16.2024</u>	Date: <u>10/16/2024</u>


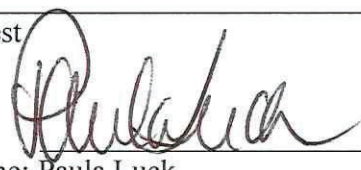


City of River Oaks:	Attest
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City of Haslet:	Attest
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Date: _____	Date: _____

City of Lakeside:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Lake Worth:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of River Oaks:	Attest
By:  _____	By:  _____
Name: Marvin Gregory	Name: Paula Luck
Title: City Manager	Title: City Secretary
Date: September 17, 2024	Date: September 17, 2024

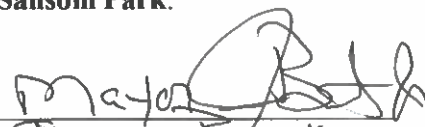

<p>City of Saginaw:</p> <p>By: <u>Todd Flippe</u> Name: <u>Todd Flippe</u> Title: <u>Mayor</u></p> <p>Date: <u>9-17-2024</u></p>	<p>Attest</p> <p>By: <u>Janice England</u> Name: <u>Janice England</u> Title: <u>City Secretary</u></p> <p>Date: <u>9-17-2024</u></p>
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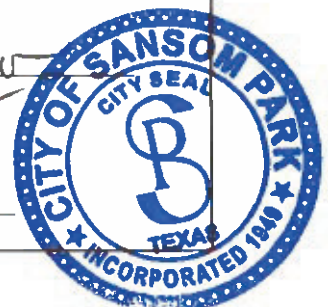
<p>City of Sansom Park:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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<p>City of Westover Hills:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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<p>City of Westworth Village:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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City of Saginaw:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Sansom Park:	Attest
By: 	By: 
Name: Jimmy Brut Sr.	Name: Wendy Blocker
Title: Mayor	Title: City Secretary
Date: 9-18-24	Date: 9/19/24


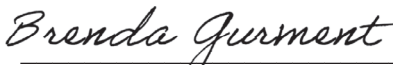


City of Westover Hills:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Westworth Village:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

<p>City of Saginaw:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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<p>City of Sansom Park:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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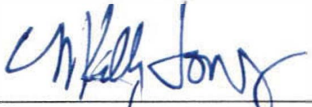

<p>City of Westover Hills:</p> <p>By:  Name: <u>Kelly R. Thompson</u> Title: <u>Mayor</u></p> <p>Date: <u>9/17/24</u></p>	<p>Attest</p> <p>By:  Name: <u>Brenda Gurrment</u> Title: <u>Town Secretary</u></p> <p>Date: <u>09/23/2024</u></p>
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<p>City of Westworth Village:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p>Attest</p> <p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>
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City of Saginaw:	Attest
By: _____	By: _____
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Date: _____	Date: _____

City of Sansom Park:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Westover Hills:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City of Westworth Village:	Attest
By:  _____	By:  _____
Name: L. Kelly Jones	Name: Brandy Barrett
Title: Mayor	Title: City Administrator/Secretary
Date: November 25, 2024	Date: November 25, 2024

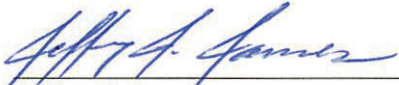

City of White Settlement: By: <u></u> Name: <u>Jeffrey J. James</u> Title: <u>City Manager</u> Date: <u>Oct. 8, 2024</u>	Attest By: <u></u> Name: <u>Amy Arnold</u> Title: <u>City Secretary</u> Date: <u>Oct. 8, 2024</u>
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EXHIBIT A

CITY OF FORT WORTH - [CLIENT] EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and [INSERT ENTITY], a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Fort Worth and the Client were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 (the “ILA”), for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, Fort Worth, the Client, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, the Parties, together with all entities participating in MedStar, previously executed a memorandum of understanding and agreement (the “MOUA”) to jointly withdraw from the ILA and dissolve MedStar;

WHEREAS, pursuant to the terms of the MOUA, Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the Client and other interested units of local government in accordance with the terms of the MOUA and this Agreement;

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

EXHIBIT A

WHEREAS, the Parties desire to continue their cooperative efforts so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this Agreement but are used in the MOUA, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director’s agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical

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technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

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22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: ELECTION TO BE CLIENT

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client’s jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

Section 3: RESPONSIBILITIES OF CLIENT

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support

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Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board (“EAB”), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement and the MOUA. The designated EAB representative of the Client shall not be removed from the EAB without Client’s consent. The Client retains the exclusive right to remove and name a replacement for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement and the MOUA.

3.1.7 Provide additional information, as may reasonably be needed by City, to assure the success of Fort Worth’s EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

Section 4: RESPONSIBILITIES OF FORT WORTH

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client’s jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement and the MOUA.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client’s extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth’s EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the

EXHIBIT A

clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit (“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

EXHIBIT A

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director's powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Offer the Client the opportunity to participate in Fort Worth's EMS related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board ("MCAB") and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. The City may, in its sole discretion and at the EMS System's expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth's EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

Section 5: TERM AND TERMINATION

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 In accordance with the terms of the MOUA, Client has received prior notice of the value of Client's pro rata share of the value of MedStar assets transferred to Fort Worth. The value of those assets as of July 1, 2025, and Client's pro rata share of that value, has been determined by Fort Worth and the amount is [INSERT AMOUNT]. The method of calculation for determining Client's pro rata share is reflected in the terms and exhibits of the MOUA. The value of Client's pro rata share of such assets will be subject to depreciation over a term of 5 years.

5.3 The Client may terminate this Agreement and withdraw from the EMS System by

EXHIBIT A

providing ninety (90) days' written notice to Fort Worth. If the Client terminates the Agreement within 5 years of execution of this Agreement, Fort Worth will determine the value of the Client's pro-rata share of MedStar's assets transferred to Fort Worth pursuant to the MOUA as of the effective date of the Client's notice of termination, less depreciation, and distribute the remaining amount, if any, to the Client within ninety (90) days, however this obligation may be extended by an additional ninety (90) days if determined necessary by Fort Worth in its sole discretion. After five years have lapsed since the execution of this Agreement, the Client forfeits all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to the MOUA and this Agreement.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to: (1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in calendar year 2026, on or before February 1 of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on City's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before January 1 (first day of second fiscal quarter) and the remaining payment due on or before July 1 (first day of fourth fiscal quarter), which payment will reflect any true-up adjustment determined in accordance with Section 6.

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For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are [INSERT NUMBER], and Client's projected annual funding obligation is [INSERT NUMBER]. For Fiscal Year 2025, Client's payment obligation has been prorated to [INSERT NUMBER] and is due no later than July 1, 2025.

6.3 Beginning in calendar year 2026, on or before December 1 of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

The Parties agree, based upon the results of Fort Worth's true-up process, to adjust the funding for the then-current fiscal year, with such adjustment reflected in Client's second semi-annual payment.

If the true up reveals the budgeted payment was less than actual costs attributable to the Client (actual total public funding expressed in terms of UHC multiplied by actual hours consumed), then the extra costs will be added to the then-current fiscal year's funding obligation with such payment due in connection with the Client's second semi-annual payment. If the true up reveals the budgeted payment was greater than actual costs attributable to the Client (actual total public funding expressed in terms of UHC multiplied by actual hours consumed), then the overpayment will be deducted from the then-current fiscal year's funding obligation with such credit reflected as a reduction in the amount due for the Client's second semi-annual payment. The attached Exhibit C provides additional information as to the Client's financial obligation given specific information.

6.4 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

Section 7: EMS SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

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7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;

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- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

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9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

Section 12: GOVERNMENTAL POWERS

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12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: LIABILITY

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

Section 16: INSURANCE

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker’s compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout

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the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

Section 17: GOVERNING LAW AND VENUE

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 18: NOTICES

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO FORT WORTH: City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth TX 76102 With Copy to the City Attorney at same address	TO [INSERT ENTITY]: Entity Name Attn: Authorized Signatory Address City, State Zip
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Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

IF TO FORT WORTH:	IF TO THE CLIENT
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Section 19: CONFIDENTIALITY

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19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing, will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 20: ACCESS TO RECORDS

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related organization’s books and records.

Section 21: NO WAIVER

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

Section 22: ASSIGNMENT AND DELEGATION

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

Section 23: ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples.

EXHIBIT A

City of Fort Worth:

By: _____
Name: _____
Title: Assistant City Manager

Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p>Approval Recommended:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: _____ Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: _____</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: _____ Title: _____</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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City of [INSERT CITY]:	Attest
By: Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT A

Exhibit A – EMS Ordinance

EXHIBIT A

Exhibit B – Travel Time Calculation Worksheet

EXHIBIT A

Exhibit C – UHC and Payment Calculation Information

Exhibit B

Summary of Member City Value	Model 2		
Locations	Unit Hours	Weighted Percentage	Total Value - \$18,197,470
Fort Worth	126,156	89.01%	16,197,453
Haltom City	4,049	2.86%	519,796
Saginaw	2,076	1.46%	266,529
White Settlement	2,610	1.84%	335,052
Forest Hill	2,186	1.54%	280,691
River Oaks	735	0.52%	94,317
Sansom Park	950	0.67%	122,024
Lake Worth	1,348	0.95%	173,124
Edgcliff Village	308	0.22%	39,506
Westworth Village	491	0.35%	62,989
Haslet	424	0.30%	54,425
Blue Mound	161	0.11%	20,607
Lakeside	212	0.15%	27,155
Westover Hills	30	0.02%	3,800
	141,736	100.00%	18,197,468

Exhibit C

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER [INSERT NUMBER] “AMBULANCES/EMERGENCY MEDICAL SERVICES,” OF THE CODE OF THE CITY OF [NAME], TEXAS (YEAR), AS AMENDED, BY REPEALING ARTICLE I “IN GENERAL,” ARTICLE II “BOARDS; THE AUTHORITY,” AND ARTICLE III “VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION;” AND ENACTING A NEW ARTICLE I “IN GENERAL,” ARTICLE II “FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION,” AND ARTICLE III “VIOLATIONS, PENALTIES, TRAFFIC LAW EXEMPTION;” PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of [NAME] ("City Council") seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of [NAME] (the “City”);

WHEREAS, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient;

WHEREAS, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority;

Exhibit C

WHEREAS, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services;

WHEREAS, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts this Uniform EMS Ordinance and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”);

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting this ordinance and executing an EMS Interlocal Agreement opting to become Client Cities;

WHEREAS, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services;

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers in order to ensure clinical standards are met and public safety is preserved; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF [NAME] TEXAS, THAT:

SECTION 1.

Chapter [NUMBER] “Ambulances/Emergency Medical Services” of the Code of the City of [NAME] is hereby amended by repealing Article I “In General,” Article II “Boards; The Authority,” and Article III “Violations; Penalties; Traffic Law Exemption,” and enacting a new

Exhibit C

Article I “In General,” Article II “Fort Worth EMS System and Interfacility Transportation” and Article III “Violations; Penalties; Traffic Law Exemption,” the text of which shall read as follows:

“ARTICLE I: GENERAL

§ 5-1 STATUTORY AUTHORITY.

This chapter is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

§ 5-2 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

To establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient.

To designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale;

§ 5-3 DEFINITIONS.

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- (c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
- (d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.

Exhibit C

- (e) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- (f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth's EMS Interlocal Agreements, and the Medical Director's agreement with Fort Worth.
- (g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
- (i) **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- (j) **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- (l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
- (m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- (n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- (o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.

Exhibit C

- (q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- (r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth's EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- (s) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- (t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.
- (v) **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
- (x) **Service Area.** That geographical area which is contained within the corporate limits of the City and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- (y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- (aa) **Uniform EMS Ordinance.** This ordinance.

Exhibit C

- (bb) **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

§ 5-4-5-15 Reserved

ARTICLE II: FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION

§ 5-16 POWERS AND DUTIES OF FW EMS

- (a) Fort Worth, by and through FW EMS, is hereby designated as the exclusively contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as Fort Worth is a party to the City's EMS Interlocal Agreement.
- (c) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

§ 5-17 INTERFACILITY TRANSPORTATION

- (a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.
- (b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.
- (c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

§ 5-18-5-30 Reserved

ARTICLE III: VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION

§ 5-31 VIOLATIONS.

- (a) So long as Fort Worth is a party to the City's EMS Interlocal Agreement, it shall be unlawful:

Exhibit C

- (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
 - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below;
 - (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below;
 - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth;
 - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the City;
 - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.
- (b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;
 - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief;
 - (3) Any ambulance owned or operated by the federal or state government;
 - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth;
 - (5) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance; and

Exhibit C

- (6) Medical Transportation of a Patient where the transport originates outside the Service Area.
- (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

§ 5-32 PENALTIES.

- (a) Any person convicted of violating the provisions of Section 5-31 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- (b) This Section does not serve to limit any other remedies available to the City in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

§ 5-33 TRAFFIC LAWS; EXEMPTION.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.

§ 5-34-5-39 Reserved”

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the Code of the City of [NAME], Texas (YEAR), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Exhibit C
SECTION 4.

All rights and remedies of the City of [NAME], Texas, are expressly saved as to any and all violations of the provisions of the Code of the City of [NAME], or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person convicted of violating the provisions of the Code of the City of [NAME] Section 5-31 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of [NAME], Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of [NAME], Texas, as authorized by Texas Local Government Code, Section 52.013.

SECTION 7.

All other provisions of Chapter 5 of the Code of the City of [Name], as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8.

This ordinance shall take effect upon adoption and publication as required by law, and it is so ordained.

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Assistant City Attorney

[NAME], City Secretary

Date: _____

Exhibit C

ADOPTED: _____

EFFECTIVE: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER [INSERT NUMBER] “AMBULANCES/EMERGENCY MEDICAL SERVICES,” OF THE CODE OF THE CITY OF [NAME], TEXAS (YEAR), AS AMENDED, BY REPEALING ARTICLE I “IN GENERAL,” ARTICLE II “BOARDS; THE AUTHORITY,” AND ARTICLE III “VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION;” AND ENACTING A NEW ARTICLE I “IN GENERAL,” ARTICLE II “FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION,” AND ARTICLE III “VIOLATIONS, PENALTIES, TRAFFIC LAW EXEMPTION;” PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of [NAME] ("City Council") seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of [NAME] (the “City”);

WHEREAS, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient;

WHEREAS, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority;

WHEREAS, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services;

WHEREAS, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts this Uniform EMS Ordinance and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”);

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting this ordinance and executing an EMS Interlocal Agreement opting to become Client Cities;

WHEREAS, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services;

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers in order to ensure clinical standards are met and public safety is preserved; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF [NAME] TEXAS, THAT:

SECTION 1.

Chapter [NUMBER] “Ambulances/Emergency Medical Services” of the Code of the City of [NAME] is hereby amended by repealing Article I “In General,” Article II “Boards; The Authority,” and Article III “Violations; Penalties; Traffic Law Exemption,” and enacting a new

Article I “In General,” Article II “ Fort Worth EMS System and Interfacility Transportation” and Article III “Violations; Penalties; Traffic Law Exemption,” the text of which shall read as follows:

“ARTICLE I: GENERAL

§ 5-1 STATUTORY AUTHORITY.

This chapter is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

§ 5-2 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

To establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient.

To designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale;

§ 5-3 DEFINITIONS.

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- (c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
- (d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.

- (e) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- (f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth’s EMS Interlocal Agreements, and the Medical Director’s agreement with Fort Worth.
- (g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
- (i) **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- (j) **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- (l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
- (m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- (n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- (o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.

- (q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- (r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth's EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- (s) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- (t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.
- (v) **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
- (x) **Service Area.** That geographical area which is contained within the corporate limits of the City and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- (y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- (aa) **Uniform EMS Ordinance.** This ordinance.

- (bb) **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

§ 5-4-5-15 Reserved

ARTICLE II: FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION

§ 5-16 POWERS AND DUTIES OF FW EMS

- (a) Fort Worth, by and through FW EMS, is hereby designated as the exclusively contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as Fort Worth is a party to the City's EMS Interlocal Agreement.
- (c) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

§ 5-17 INTERFACILITY TRANSPORTATION

- (a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.
- (b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.
- (c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

§ 5-18-5-30 Reserved

ARTICLE III: VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION

§ 5-31 VIOLATIONS.

- (a) So long as Fort Worth is a party to the City's EMS Interlocal Agreement, it shall be unlawful:

- (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
 - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below;
 - (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below;
 - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth;
 - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the City;
 - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.
- (b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;
 - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief;
 - (3) Any ambulance owned or operated by the federal or state government;
 - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth;
 - (5) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance; and

- (6) Medical Transportation of a Patient where the transport originates outside the Service Area.
- (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

§ 5-32 PENALTIES.

- (a) Any person convicted of violating the provisions of Section 5-31 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- (b) This Section does not serve to limit any other remedies available to the City in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

§ 5-33 TRAFFIC LAWS; EXEMPTION.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.

§ 5-34-5-39 Reserved”

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the Code of the City of [NAME], Texas (YEAR), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

All rights and remedies of the City of [NAME], Texas, are expressly saved as to any and all violations of the provisions of the Code of the City of [NAME], or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person convicted of violating the provisions of the Code of the City of [NAME] Section 5-31 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of [NAME], Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of [NAME], Texas, as authorized by Texas Local Government Code, Section 52.013.

SECTION 7.

All other provisions of Chapter 5 of the Code of the City of [Name], as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8.

This ordinance shall take effect upon adoption and publication as required by law, and it is so ordained.

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Assistant City Attorney

[NAME], City Secretary

Date: _____

Ordinance No. _____

ADOPTED: _____

EFFECTIVE: _____

Ordinance No. _____

**CITY OF FORT WORTH – CITY OF SAGINAW
EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT**

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and the City of Saginaw, a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Fort Worth and the Client were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 (the “ILA”), for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, Fort Worth, the Client, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, the Parties, together with all entities participating in MedStar, previously executed a memorandum of understanding and agreement (the “MOUA”) to jointly withdraw from the ILA and dissolve MedStar;

WHEREAS, pursuant to the terms of the MOUA, Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the Client and other interested units of local government in accordance with the terms of the MOUA and this Agreement;

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

WHEREAS, the Parties desire to continue their cooperative efforts so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this Agreement but are used in the MOUA, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director’s agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical

technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: ELECTION TO BE CLIENT

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client’s jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

Section 3: RESPONSIBILITIES OF CLIENT

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support

Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board (“EAB”), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement and the MOUA. The designated EAB representative of the Client shall not be removed from the EAB without Client’s consent. The Client retains the exclusive right to remove and name a replacement for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement and the MOUA; and

3.1.7 Provide additional information, as may reasonably be needed by Fort Worth, to assure the success of Fort Worth’s EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

3.2 Pursuant to Texas Administrative Code 157.11(m), Client authorizes Fort Worth to operate subscription ambulance services within the Client’s corporate limits.

Section 4: RESPONSIBILITIES OF FORT WORTH

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client’s jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement and the MOUA.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client’s extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth’s EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit (“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director's powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Provide the Client the opportunity to participate in Fort Worth's EMS, or first responder, related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board ("MCAB") and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. Fort Worth may, in its sole discretion and at the EMS System's expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth's EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

4.4.10 Implement an ambulance subscription program (unless otherwise prohibited by law) and offer memberships in the program to all residents of the Client's corporate limits.

Section 5: TERM AND TERMINATION

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 In accordance with the terms of the MOUA, Client has received prior notice of the value

of Client's pro rata share of the value of MedStar assets transferred to Fort Worth. The value of those assets as of July 1, 2025, and Client's pro rata share of that value, has been determined by Fort Worth and the amount is \$266,529.00. The method of calculation for determining Client's pro rata share is reflected in the terms and exhibits of the MOUA. The value of Client's pro rata share of such assets will be subject to depreciation over a term of 5 years.

5.3 Termination by Client: The Client may terminate this Agreement and withdraw from the EMS System by providing ninety (90) days' written notice to Fort Worth. If the Client terminates the Agreement within 5 years of July 1, 2025, Fort Worth will determine the value of the Client's pro-rata share of MedStar's assets transferred to Fort Worth pursuant to the MOUA as of the effective date of the Client's notice of termination, less depreciation, and distribute the remaining amount, if any, to the Client within ninety (90) days, however this obligation may be extended by an additional ninety (90) days if determined necessary by Fort Worth in its sole discretion. After five years have lapsed since July 1, 2025, the Client forfeits all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to the MOUA and this Agreement.

5.4 Termination by Fort Worth: Fort Worth may terminate this Agreement for Repeated Uncured Events of Default by the Client, as defined herein.

5.4.1 Event of Default: An Event of Default includes a material breach of this Agreement. A material breach includes any failure by the Client to perform a significant obligation under this Agreement that unreasonably interferes with Fort Worth's ability to provide EMS System services. For example, a material breach includes, but is not limited to: Client's failure to make payments to Fort Worth, as required under Section 6, within 30 days of its due date; Client's failure to enforce any provision of the Uniform EMS Ordinance; Client's failure to abide by the directives, credentialing, and policies of the Medical Director; Client's failure to fund and operate a First Responder Program; and Client's failure to transfer 911 calls to Fort Worth. Fort Worth shall provide the Client with written notice of any Event of Default and allow the Client 60 days to cure it. If the Client fails to cure the Event of Default within the 60-day period, it will be considered an Uncured Event of Default.

5.4.2 If two or more Uncured Events of Default occur in a single fiscal year, or five or more occur over any single term of this Agreement, the Uncured Events of Default will be considered Repeated Uncured Events of Default. In such case, Fort Worth may terminate this Agreement, without penalty, after providing Client with 6 months' written notice of Fort Worth's intent to terminate the Agreement pursuant to this provision.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to:

(1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in Fiscal Year 2026, on or before March 15th of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on Fort Worth's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before October 15th and the remaining payment due on or before June 1st, which payment will reflect any true-up adjustment determined in accordance with Sections 6.3 and 6.4.

For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are 2,471, and Client's projected annual funding obligation is \$254,290.61. For Fiscal Year 2025, Client's payment obligation has been prorated to \$51,258.00 and is due no later than July 1, 2025.

6.3 Beginning in Fiscal Year 2027, on or before December 15th of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

6.4 The notice provided to Client by Fort Worth on or before March 15th each fiscal year will account for the results of the true up process described by section 6.3 above. Any adjustment that may be required to Client's payment obligations as a result of that true up will be reconciled in the fiscal year immediately following the fiscal year in which the March 15th notice is provided. For the sake of clarity, if the true up reveals the budgeted payment exceeded the actual costs

attributable to the Client, then the overpayment amount will be deducted from the first annual payment of the next fiscal year. If the budgeted payment obligation was less than the actual costs attributable to the Client, then the extra costs will be added to the first annual payment of the next fiscal year. Should the Parties seek to terminate this Agreement before the costs may be reconciled the next fiscal year, the Parties agree to reconcile that obligation, subject to approval and appropriation by their respective governing bodies, before either Party may terminate this Agreement.

6.5 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

Section 7: EMS SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight

and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this

Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

Section 12: GOVERNMENTAL POWERS

12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: LIABILITY

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS

System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

Section 16: INSURANCE

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker's compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

Section 17: GOVERNING LAW AND VENUE

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 18: NOTICES

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail,

registered, return receipt requested, addressed as follows:

<p>TO FORT WORTH:</p> <p>City of Fort Worth Attn: Assistant City Manager</p> <p>100 Fort Worth Trail Fort Worth TX 76102</p> <p>With Copy to the City Attorney at same address</p>	<p>TO CLIENT</p> <p>Entity Name Attn: Authorized Signatory Address City, State Zip</p>
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Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

<p>IF TO FORT WORTH:</p>	<p>IF TO CLIENT</p>
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Section 19: CONFIDENTIALITY

19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing, will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 20: ACCESS TO RECORDS

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related

organization's books and records.

Section 21: NO WAIVER

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

Section 22: ASSIGNMENT AND DELEGATION

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

Section 23: ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples.

City of Fort Worth:

By: _____
Name: _____
Title: Assistant City Manager

Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

<p>Approval Recommended:</p> <p>By: _____ Name: _____ Title: _____</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: _____ Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: _____</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: _____ Title: _____</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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City of Saginaw:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Exhibit C – UHC and Payment Calculation Information

1. Define the total number of consumed unit hours in the entire system.
2. Define the needed public funding for the system calculated as total revenues less total expenses. This residual value is the public funding needed.
3. Determine the residual consumed unit hour cost (UHC) by dividing the total needed public funding (Step 2) by the total consumed hours in the entire system (Step 1)
4. Determine the consumed unit hours by each jurisdiction.
5. Determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (Step 4) by the residual consumed unit hour cost (UHC) (Step 3).

For Client:

1. There have been 168,718 consumed unit hours in the EMS System inclusive of all participating agencies, as determined by the Fiscal Year 2024 MedStar CAD system data;
2. The needed residual public funding for the EMS System is \$17,363,565, determined as follows:
 - a. This number was determined by taking revenues (\$61,332,602) minus expenses (\$70,696,166), including dispatch and medical director's fees (\$8,000,000).
3. Accordingly, the UHC is \$102.91 ($\$17,363,565 / 168,718$ consumed hours)
4. Client utilized 2,471-unit hours in its boundaries according to the Fiscal Year 2024 MedStar CAD system data;
5. The annual cost allocation for Client is \$254,290.61 (2,471-unit hours x \$102.91 UHC) to be paid in two semi-annual payments. For Fiscal Year 2025, Client will owe only one payment which has been prorated to \$51,258.00 and is due July 1, 2025.

STATE OF EMS - MEDSTAR



HISTORY

- Metropolitan Area EMS Authority – Medstar Established in 1986 by CFW
- Originally 15 Member Cities - Interlocal Agreement
- 436 Sq Mile Service Area – 1.1 million residents – 190,000 calls annually
- Operated as a Public Utility Model – User Fee Funded
- 9 Member Board of Directors
- Approx \$65m annual budget – Approx 550 employees
- FTW is 90% of the System – 13 remaining cities are 10%

MEMBER CITIES

- Blue Mound
- Edgecliff Village
- Forest Hill
- Fort Worth
- Haltom City
- Haslet
- Lakeside
- Lake Worth
- River Oaks
- Saginaw
- Sansom Park
- Westover Hills
- Westworth Village
- White Settlement

CURRENT SITUATION

- Expenditures Exceed Revenues
- Forecasted to Occur
 - Accelerated and Exacerbated by:
 - COVID Pandemic – (resulted in substantial reserve spending for several months)
 - Workforce Challenges – Recruitment and Retention
 - Cost Increases – Equipment, Supplies, Ambulances, Fuel, Insurance, Utilities
 - Increased Service Demand
- Net Revenue per transport \$404 – Cost per Transport \$455
- 25 to 30 % of calls – no form of payment
- Approx 55% Medicaid / Medicare – Reimbursement below actual cost

IMPACT

- 2023 – Resource Deployment Insufficient to Meet Desired Performance
- System Workload Beyond Best Practice Threshold – Staff Impact
- Our Current EMS System – Not Sustainable Without Public Funding
- Same Scenario Being Experienced Across the Country
- FTW Commissioned a Comprehensive Assessment of the EMS System
- Focus On
 - Finances – Revenues and Expenditures
 - Evaluating & Determining Sustainable EMS Delivery Models for the Future
 - System Governance – Representation, Accountability, Transparency
 - 911 Call Handling /Routing
 - Maintaining a High Priority on Patient Centric Care

INPUT

- FTW Established and EMS Ad-Hoc Committee to Oversee the Consultant Assessment
- Stakeholder Input – Numerous Meetings and Opportunities
 - Member Cities
 - Fire Chiefs
 - City Managers
 - First Responders Advisory Board
 - Medstar Leadership
 - Office of The Medical Director
 - Emergency Physicians Advisory Board
 - Hospital CEOs

KEY TAKEAWAYS FROM STAKEHOLDER INPUT

- Desire to Remain a Multi–Jurisdictional EMS System
- Establish An Equitable Funding Method – Growth / Non-Growth Areas
- Representation In Governance for non FTW Cities – Advisory Boards & Committees
- Maintain High Quality Patient Centric Care

RESULT

- System Governance – Move to FTW City Council
- Ambulance Service (Medstar) – Move Under the FTW Fire Department
 - Single Role EMS Service – Civil Service
- Member Cities Served Via Interlocal Agreement / Contract with FTW
- Medical Direction To Remain As Independent Oversight – Patient Care
- Interfacility Transports – Private Sector
- 8 Minute Travel Time – 90% Percentile vs Current 13-15 Minutes
- .50 Unit Hour Utilization (Staff Time On Task) vs Current .65 UHU
- Cost Allocation – Method Equitable to All Cities
 - Residual Public Funding x Unit Hour Utilization / UHC

FORWARD

- 12-18 Month Transition Period
- May 21st FTW City Council Meeting – Formal Action
- Interlocal Agreements / Contracts Distributed
- Stakeholder Engagement - Boards and Committees Established
- Current Medstar Interlocal – Collaborative Dissolution
- Cost Allocation Timeline Established
- ZERO Interruptions to Current Service
- High Quality Patient Care Focus Unchanged
- 911 Call Handling – Considerations and Planning



B. Action Regarding Renewal of the AA Wrecker Contract for Police towing--Russell Ragsdale, Police Chief

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Consent Agenda Item: 2B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

City Ordinance 2004-16 authorizes the city to contract with one tow company for police non-consent tows, for towing of City owned vehicles, or for the towing of any vehicle made necessary in the exercise of city's police and governmental functions.

The Police Department has been previously contracted with AA wrecker service, based in Haltom City. AA Wrecker has continuously maintained rapid response times, professional conduct and a commitment to the services required by the Saginaw Police Department. There have been no issues during our past years of service and the department wishes to renew the contract with AA wrecker Service.

The contract is being reviewed by our attorney for content, so the attached contract is only for review as some changes could occur through the legal review process

FINANCIAL IMPACT:

There is no financial impact to the City. All fees for non-consent tows are passed to the vehicle owner, which is the common procedure across the state for non-consent tows.

RECOMMENDATION:

Staff recommends approval

Attachments

[Wrecker Contract 2025.pdf](#)

**WRECKER AGREEMENT
BETWEEN THE CITY OF SAGINAW AND AA WRECKER SERVICE**

This Agreement is entered into by and between the City of Saginaw, Texas, a home rule municipal corporation located in Tarrant County, Texas, hereinafter called "City," acting by and through its duly authorized City Manager, Gabe Reaume, and AA Wrecker Service, a Texas corporation, hereinafter called "Operator" acting by and through its duly authorized owner(s), Don & Pam Denman.

WHEREAS, the City of Saginaw heretofore adopted Ordinance Sec 94-203 providing for regulations applicable to certain wrecker and towing services within the City of Saginaw; and

WHEREAS, pursuant to Ordinance Sec 94-203, the City Council deems it in the best interests of the citizens of Saginaw to enter into an agreement for the providing of wrecker services where needed pursuant to the exercise of the City's police and governmental powers.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

**I.
SCOPE**

- A. The City hereby contracts with Operator for the providing of emergency and non-emergency wrecker service requested by the City through its Police Department. Operator agrees to provide wrecker service pulls called by police authority to be towed to a designated impound area, such as illegally parked, inoperable or disabled vehicles, abandoned vehicles, vehicles involved in accidents where the owner is not able to request a wrecker and in situations where the vehicle driver is hospitalized or incarcerated.
- B. The Chief of Police will be the City's representative responsible for the administration of this Agreement.

**II.
TERM**

- A. This Agreement shall be for a term of five years commencing on _____, 2025.
- B. Provided Operator is in compliance with the provisions of this Agreement at the expiration of the term, this Agreement shall be automatically renewed for an additional two-year term.
- C. Notwithstanding the above, either party may cancel this Agreement upon 90 days written notice to the other party.

**III.
PRIMARY WRECKER SERVICE**

- A. During the term of this Agreement and so long as Operator shall not be in default of any of its obligations hereunder, Operator shall be entitled to serve as a towing and storage provider for the towing and storage of motor vehicles requested by the City.
- B. The City shall utilize Operator for requested police tows except in emergency situations or in situations requiring equipment, personnel or storage facilities that cannot be promptly provided by Operator. The decision of whether to use additional wrecker services in emergency situations shall be made by the City's Police Chief or his designated representative in his sole discretion.
- C. In the event that Operator is unable to provide wrecker service as requested by the City, Operator shall immediately advise the Police Department in order that additional wrecker service may be procured.

**IV.
OPERATOR'S OBLIGATIONS**

In performing services under this Agreement, Operator agrees to comply with the following obligations:

- A. Operator agrees to:
 - 1. operate wreckers and towed vehicles in a safe and secure manner; and
 - 2. respond to calls for wrecker service, 24 hours a day, seven days a week, within 30 minutes from request for service within the city and 45 minutes within a 15-mile radius, if called outside the city limits.
- B. Police and fire directed tows will be taken to the storage facility, or any other location as specified by the officer in charge.
- C. All charges for wrecker service will be in accordance with contract rates.
- D. Operator will not tow a vehicle when requested by the Police Department, unless there is a representative of the city at the scene. The City reserves the right, at the request of the Police Department or Fire Department to cancel any wrecker call prior to the driver hooking onto the vehicle.
- E. Operator agrees that when called to the scene of an accident Operator shall completely remove from the street all resulting wreckage or debris, including all broken glass, before leaving the accident site.
- F. Operator agrees to be responsible for the absorption and removal of all liquid spills of

25 gallons or less resulting from an accident, where the Operator is requested to remove vehicle(s). All liquid spills removed from accident scenes in the City shall be properly contained, stored and disposed of in accordance with applicable state and federal statutes and regulations.

- G. Operator agrees to accept major credit cards as payment for Operator's fees.
- H. Operator agrees not to recommend that a vehicle owner use a particular body shop or garage. Towing equipment and vehicles used by the Operator will not contain advertisements for or make reference to body shops and/or garages.
 - 1. Operator shall not subcontract, sublet, or transfer any rights, responsibilities or duties under terms of this Agreement without the written approval of the City.
- I. Throughout the term of this Agreement, Operator agrees that it shall:
 - 1. maintain in good standing, without any reduction in scope or authority, its certificates of convenience and necessity as issued by the Texas Department of Transportation and the United States Interstate Commerce Commission and shall maintain all other licenses, permits, certifications and approvals pursuant to state and federal regulations for the operation of its wrecker business, facility and equipment;
 - 2. maintain its principal place of business at 5709 B Denton Highway, Haltom City, Texas;
 - 3. employ and maintain a sufficient number of personnel to provide a minimum service of one wrecker unit at the time of a call for service; and
 - 4. keep all information required by this Agreement to be provided to the City updated and current.

V. EQUIPMENT

- A. Operator agrees to:
 - 1. provide at least one wrecker vehicle at least a ton and ½ in size and with the following equipment:
 - i. Each wrecker shall be equipped with a power or hand-operated winch line and boom or lifting device with a factory capacity of not less than 8,000 pounds single capacity hydraulic power.
 - ii. Each wrecker shall carry as standard equipment safety chains, a fire extinguisher, wrecking bar, broom, axe, shovel, either flares or traffic control reflectors, a wheel dolly and a container to carry debris.
 - iii. Each wrecker shall have inscribed on each side in letters not less than three inches in height the name, address and telephone number of the wrecker business.
 - iv. Each wrecker shall be equipped so as to provide two-way voice communication

- by mobile telephone or radio with the Operator's base station at all times.
- v. Each wrecker shall be equipped with overhead flashing emergency lights, visible from 1,000 feet.

B. Operator shall:

1. provide a trailer, tilt-bed vehicle or other similar vehicle capable of handling the safe movement of motorcycles, front-wheel drive vehicles, and large vehicle component parts;
2. provide or have immediate access to at least one wrecker capable of towing a tractor trailer or larger vehicle (Operator may satisfy this requirement by contracting with another business which provides such a wrecker. Operator shall provide proof of ability to access such a vehicle, i.e. by providing a copy of such a contract to City's Police Chief); and
3. maintain all vehicles and equipment in a good working condition, subject only to replacement thereof in the normal course of business, in substantially equivalent form.

VI. STORAGE FACILITIES

- A. Operator shall take all vehicles towed pursuant to this Agreement to the Operator's storage facility located at 5709 B Denton Highway, Texas, or to such location as directed by the City or as Operator and the vehicle owner may agree to. Operator shall maintain its storage facility(ies) in compliance with all applicable state laws and city ordinances and in a proper condition and state of repair, without the accumulation of vegetation, litter, trash and debris. Operator shall store and maintain all vehicles and/or vehicle parts in a neat and presentable condition and secured from unlawful tampering and vandalism.
- B. The storage facility must contain space for at least 400 vehicles.
- C. The storage facility will accept major credit cards.
- D. All storage facilities operated by Operator shall comply with all provisions of Chapter 85 of the Texas Administrative Code, as follows:
 1. Operator will pay the vehicle storage application fee annually and will renew its license in accordance with the law.
 2. Storage facilities shall be completely enclosed by a solid fence at least six feet high with a gate, which is locked at all times, when the Operator or Operator's agent or employee is not at the storage lot.
 3. Storage facilities shall have an all-weather surface such as concrete, asphalt, black-top, stone, macadam, limestone, iron ore, gravel, shell or caliche, that enables the safe and effective movement of stored vehicles upon all portions of the lot, both under their own power and under tow, at all times, regardless of prevailing weather conditions. The surface shall also be free of overgrown

vegetation.

4. All vehicles must be secured to prevent theft of the vehicle or its contents, including but not limited to locking doors, closing windows and hatchbacks, and raising or covering convertible tops.
5. Operator must pay for storage facility utilities and provide security for the facility and its contents, including a security system and surveillance camera.
6. No vehicle may be stored or kept at a licensed storage facility unless it is kept inside the fenced or enclosed area at all times.
7. Unless authorized by a law or regulation, Operator shall not permit any tow truck that is not registered under Texas Occupations Code, Chapter 2308, to enter the storage area of the storage facility.
8. Operator shall prohibit the possession or use of illegal drugs on the storage facility premises at all times.

E. Operator shall ensure that the storage facility shall:

1. maintain illumination levels adequate for nighttime release of vehicles. The term "adequate" shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there must be one lighting fixture containing at least a 250-watt element for each $\frac{1}{4}$ acre of storage area;
2. have a clearly visible and readable sign at its main entrance. The sign shall have letters at least two inches in height, with contrasting background, shall be visible at 10 feet, and shall contain the following information:
3. the registered name of the storage facility, as it appears on the vehicle storage facility license;
 - i. street address;
 - ii. the telephone number for the owner to contact in order to obtain release of the vehicle;
 - iii. the facility's hours, within one hour of which vehicles will be released to vehicle owners; and
 - iv. the storage facility's state license number preceded by the phrase "VSF License Number".

F. Have a sign setting out the charge for storage and all other fees, which may be charged by the storage facility, including notification and impoundment fees. This sign shall be located so it is clearly visible to the person who claims a vehicle at the place of payment, with letters at least one inch in height and a contrasting background;

G. Have a sign that states that "Nonconsent tow fees schedules available on request." This sign shall be located so it is clearly visible to the person who claims a vehicle at the place of payment, with letters at least one inch in height and a contrasting background. The vehicle storage facility shall provide a copy of a nonconsent towing fees schedule on request, and the nonconsent towing fees provided for viewing and to the vehicle owner or representative must match the nonconsent towing fees authorized by Chapter 85, Texas Administrative Code, or Section

2308.2065, Texas Occupations Code;

- H. have a sign describing the instruments that may be presented by the vehicle owner or his/her authorized representative to obtain possession of the vehicle. This sign shall list all instruments as described in the Texas Administrative Code, Rule 85.710(a)(3)(A) – (I) and shall also state: “Affidavit of Right of Possession Furnished Upon Request.” This sign shall be located so it is clearly visible to the person who claims a vehicle at the place of payment, with letters at least one inch in height and a contrasting background;
- I. have a sign that states “This vehicle storage facility must accept payment by cash, debit cards and credit cards for any fee or charge associated with delivery or storage of a vehicle.” This sign shall be located so it is clearly visible to the person who claims a vehicle at the place of payment, with letters at least one inch in height and a contrasting background; and
- J. prominently display a sign notifying consumers and service recipients of the name, mailing address, and telephone number of the department for purposes of directing complaints regarding the vehicle storage facility to the Texas Commission of Licensing and Regulation. This sign shall be located so it is clearly visible to the person who claims a vehicle at the place of payment, with letters at least one inch in height and a contrasting background.
(Operator may combine the signs described above, provided that the combination sign meets the requirements of each of the separate signs.)
- K. Operator shall maintain an office at its storage facility from 8 a.m. until 5 p.m., Monday through Friday (*normal business hours*). After hours, (*hours between 5:01 p.m., Friday until 7:59 a.m., Monday*) release of vehicles will be made within one hour after notice.

VII. FEES

- A. Unless otherwise agreed to in writing by the City, all fees charged by Operator for services for towing and impounding vehicles shall be in accordance with the bid submitted to the City, a copy of which is attached hereto as Exhibit “A”. Upon payment of the charges set out herein, the Operator shall release a towed vehicle to the owner thereof. No additional charges for calls or service in the City shall be made unless agreed to in writing by the City.
- B. For consent tows, Operator and owner or vehicle operator shall work out their own price and the City shall not be responsible for supervision of this charge.
- C. Operator shall provide pick-up or towing services for City vehicles within Tarrant County at no charge to the City.
- D. Operator shall provide storage at no cost to the City for vehicles that are forfeited

to the City pursuant to state or federal forfeiture laws. In those cases where the court awards the vehicle back to an owner, no storage fees will be charged for the period of time from the date of the tow to the date the vehicle is awarded by the court back to the owner. Operator may collect fees for storage after the date of the court order and other reasonable fees and towing charges.

- E. Operator agrees to negotiate fees it is owed if the city experiences exigent circumstances.
- F. The City shall not be responsible for any towing or storage fees for vehicles not owned by the City. Operator shall collect these fees directly from the owner or operator of the vehicle. In the event the owner or operator fails or refuses to pay applicable fees, Operator may recoup its costs through the sale of the vehicle at public auction or in any other manner permitted by state law.
- G. Operator specifically acknowledges and agrees that the City shall not be responsible or liable to Operator for costs incurred by Operator in responding to "False Alarm" calls. In this regard, the City agrees that it will exercise reasonable effort to ascertain the necessity for wrecker service prior to calling Operator and will make every effort to keep Operator from responding to "False Alarm" calls.

**VIII.
RESPONSIBILITY FOR VEHICLES; INVENTORY**

- A. Operator shall be responsible for all vehicles that are towed and any contents or personal property in those vehicles while they are in Operator's custody.
- B. Operator shall prepare and keep an inventory of all vehicles and the personal property within any towed vehicle or shall acknowledge the accuracy of any inventory prepared by a City police officer.

**IX.
INDEPENDENT OPERATOR**

The parties agree that Operator shall operate hereunder as an independent Operator as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that Operator shall be solely responsible for the acts and omissions of its officers, agents, Operators, Sub-Operators, servants and employees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Operator.

**X.
INSURANCE**

- A. Operator agrees to provide and keep in full force and effect throughout the term of this Agreement automobile liability insurance and garage keepers liability insurance or tow truck cargo insurance meeting the requirements of and in the following minimum amounts:
1. The Automobile liability insurance with combined single limits of liability for bodily injury and property damage of not less than three hundred thousand dollars (\$500,000.00) for any person killed or injured, one million dollars (\$1,000,000) for more than one person killed or injured in any one accident, and three hundred thousand dollars (\$300,000.00) for property damage and theft coverage on all vehicles removed or impounded. The automobile liability insurance must also meet the minimum requirements under the laws of the State of Texas.
 2. The garage keeper's liability insurance or tow truck cargo insurance, whichever is maintained, must provide limits of liability for any one loss of not less than fifty thousand dollars (\$50,000.00).
- B. Operator shall cause the City, its officers and employees to be named as additional insureds on such insurance policies. A copy of all such insurance policies shall be filed with the Police Chief. Such insurance policies shall provide for 30 days' notice to the City of termination or change in coverage.

**XI.
INSPECTION**

City employees and officials shall have the right of entry at reasonable times to inventory and inspect vehicles towed at the direction of the City. Upon request, Operator shall be entitled to a copy of any inventory so taken.

**XII.
RECORDS AND ADMINISTRATIVE FORMS**

- A. Operator shall prepare and issue in a proper and timely manner all necessary notices and forms required under applicable laws and ordinances, including, without limitation, the Texas Litter Abatement Act, Texas Health & Safety Code, Chapter 365, Texas Transportation Code, Chapter 683, and Texas Occupations Code, Chapter 2308, to provide adequate notification to owners and lienholders of motor vehicles which are towed and impounded and any attendant auction and sale of unclaimed or abandoned motor vehicles.

- B. Operator shall obtain authorization from the Police Department prior to the release of any vehicle towed at the request of the Police Department with a hold.
- C. Operator shall maintain accurate and proper documentation of all fees incurred and notices sent for purposes of verifying the accuracy of any fees charged and procedures implemented.
- D. Operator, when requested, shall submit to the City's Police Department, an activity report related to Operator's operations pursuant to this Agreement. This report shall contain, at a minimum, the following information:
 - 1. Number and listing of vehicles towed.
 - 2. Number and listing of vehicles released.
 - 3. Number and listing of vehicles currently in custody.
 - 4. Length of impoundment of vehicles.
 - 5. Any disposition of vehicles not released to the owner.
 - 6. Such other information that may be required by the Police Chief.
- E. Operator must maintain written documentation regarding its operations for a period of two years from the date such operations occurred in accordance with Rule 85.1004(b) of the Texas Administrative Code (16 T.A.C. § 85.1004(b)).
- F. Operator shall keep written records on each vehicle kept or stored at the vehicle storage facility containing:
 - 1. the year, make, model, color, correct license plate number, state issuing the license, and correct vehicle identification number of the vehicle;
 - 2. the date, time, and location from which the vehicle was towed, and name of person who authorized the tow;
 - 3. the name of the tow truck driver, the name of the company that towed the vehicle, and the license plate numbers of the plates issued to the tow truck under Transportation Code, Sec. 502.180 and Sec. 502.281;
 - 4. the date the vehicle was released, the name of the individual to whom the vehicle was released, and the type of identification (Texas driver's license or other state or federally issued photo identification), and identification number provided by the individual to whom the vehicle was released;
 - 5. the date of any vehicle transfer, and the address of the location to which it was transferred along with the name of the towing company and tow truck driver who made the transfer;
 - 6. a copy of any certificate of title issued after the vehicle came into the possession of the vehicle storage facility, any certificate of authority to demolish, any police auction sales receipt, or any transfer document issued by the State of Texas for the vehicle if vehicle ownership has been transferred due to any action of the vehicle storage facility, or if the vehicle has been disposed of or demolished; and
 - 7. all amounts received at the time the vehicle was released, including the specific nature of each charge.

- G. Operator shall provide a computer service or other type of service to get information from the State on titles, ownership, etc.

**XIII.
AUCTIONS**

- A. Operator, at its sole cost, will be responsible for storage facility vehicle auctions, and will supply the Police Department, when requested, a list of vehicles to be auctioned prior to any auction.
- B. Operator, at its sole cost, shall notify the vehicle owner and all recorded lienholders of the proposed disposal of the vehicle in accordance with the Vehicle Storage Facility Act, Texas Occupations Code, Chapter 2303, and Texas Transportation Code, Chapter 683.
- C. Operator shall keep under its care and custody complete and accurate records of any vehicle disposed of under the Vehicle Storage Facility Act concerning abandoned vehicles. These records shall include, but are not limited to:
 - 1. a copy of the VTR-265VSF form completed by the vehicle storage facility operator and provided to the vehicle buyer; and
 - 2. copies of all notifications issued to the vehicle owner and all recorded lienholders, regardless of whether the notifications were mailed or published.

**XIV.
INDEMNIFICATION**

OPERATOR HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION, OF WHATSOEVER KIND OR NATURE, ARISING OUT OF OR INCIDENT TO THE TOWING, STORAGE AND SALE OF MOTOR VEHICLES PURSUANT TO THIS AGREEMENT OR THE PERFORMANCE OF ANY DUTIES ARISING UNDER OR BY VIRTUE OF THIS AGREEMENT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES. OPERATOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF A PERSON OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE MANAGEMENT, SUPERVISION, AND OPERATION OF THE WRECKER SERVICE OR STORAGE FACILITY UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS AND LEGAL DUTIES OF CONTRACTOR, HIS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR LICENSEES, IF ANY, WHETHER OR NOT RESULTING FROM THE NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS OR EMPLOYEES. IN THE EVENT OF A JUDGMENT OF A COURT OF COMPETENT JURISDICTION THAT THE LIABILITY OR DAMAGES RESULT FROM THE JOINT NEGLIGENT ACT OR OMISSION OF OPERATOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**XV.
PERSONNEL**

- A. Operator's employees shall not imply that they are employees of the City of Saginaw.
- B. Operator agrees to be responsible for its personnel and to maintain the required standards.
- C. Operator agrees to maintain a comprehensive personnel file for each employee, both past and present, who operates a wrecker under this Agreement, and to provide the City with a list of each employee.

- D. Operator shall ensure that its personnel are competent to handle people under stressful situations and courteous to the public. Operator shall ensure that the dress and appearance of all personnel is professional.
- E. Operator shall ensure that wrecker drivers responding to, or on site of a police call for service, shall not be under the influence, in possession of, or consuming alcohol or illegal drugs.

**XVI.
DEFAULT**

- A. In the event that Operator should breach any of the terms or conditions of this Agreement or should otherwise be in default of any of its obligations pursuant to this Agreement, the City shall have the right to terminate this Agreement as provided herein. Upon the occurrence of any event of default, the City shall provide 30 days written notice to Operator of the default. In the event that Operator fails or refuses to cure the conditions of default within said 30-day period, the City may, in writing, immediately declare this Agreement terminated.
- B. No waiver by the City of any default in the obligations of the Operator hereunder shall constitute in any form an estoppel of the City from at any time asserting or reasserting any such default, it being clearly understood and agreed by the parties hereto that no such waiver or estoppel shall occur except by written agreement duly authorized and signed by the City Manager.

**XVII.
NOTICES**

Notices required to be delivered pursuant to this Agreement shall be sufficient if personally delivered or sent by certified mail in the United States Mail, postage pre-paid to the appropriate party at the following address:

If to City: City of Saginaw
 Attention: City Manager
 333 W. McLeroy Blvd
 Saginaw, TX 76179

If to Operator: AA Wrecker Service
 Attn: Don Denman
 5709 B Denton Highway
 Haltom City, Texas 76148

XVIII.
MISCELLANEOUS

- A. This Agreement, including all exhibits which may be attached hereto (which exhibits are hereby incorporated herein and shall constitute a portion hereof), contains the entire agreement between the parties with respect to the subject matter hereof.
- B. The validity, enforceability, interpretation, and construction of this agreement shall be governed by the substantive laws of the State of Texas (without regard to conflict of law rules) and the laws of the United States applicable to transactions in Texas. All obligations of the parties created hereunder are to be performed, and exclusive venue shall lie, in Tarrant County, Texas.
- C. All parties have had the opportunity to discuss the terms of this Agreement with their legal counsel and to negotiate regarding the terms of this Agreement. It is the intent of the parties that the terms and provisions of this Agreement shall be construed neutrally, and not against or in favor of a party hereto regardless of whether such party is the drafter of this Agreement.
- D. This agreement or any part herein, or any interest herein, shall not be assigned by Operator without the express written consent of the City, which shall not be unreasonably withheld or delayed.
- E. Operator shall comply with all applicable federal and state laws and local ordinances applicable to this Agreement.

EXECUTED this _____ day of _____, 2025.

OPERATOR

Name: AA Wrecker Service

CITY OF SAGINAW

By: _____
Don Denman

By: _____
Todd Flippo, City Mayor

ATTEST:

ATTEST:

Notary Public in and for the
State of Texas

City Secretary

Typed/Printed Name of Notary Public

My Commission Expires: _____

By: _____
Pam Denman

ATTEST:

Notary Public in and for the
State of Texas

Typed/Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

Basic Light Duty tow:	\$155.00 +\$35.00 Flatbed (If Required)
Mileage	\$6.50 per mile
Basic Heavy-Duty tow:	\$350.00 per hour (2hr min)
Rotator tow:	\$650.00 per hour
Landoll:	\$450 per hour (2hr min)
Basic Motorcycle tow:	\$155.00 w/o trailer \$190.00 w/trailer
Flatbed Trailer	\$200.00
Fuel Adjustment	\$19.00 light duty \$36.00 heavy duty
Extra Manpower	\$45.00 per hour
Drop Drive Line (light duty)	\$85.00
Drop Drive (Heavy duty)	\$150.00 minimum
Tire change (to accommodate towing)	\$85.00
Dollies/Skates	\$85.00
Unlock	\$85.00
Oil Absorb	\$35.00 per bag
Wait time	\$100.00 per hour
Winching, Working time, or Labor	\$100.00 per hour light duty \$250 per hour heavy duty
Forklift	\$225.00 1st hour \$175.00 every additional hour (2hr min) \$200.00 delivery fee each way
Skid Loader	\$275.00 1st hour \$175.00 every additional hour (2hr min) \$200.00 delivery fee each way
Dump and Disposal fees:	cost + 50%



C. Action Regarding the Fireworks Contract for the Independence Celebration Event -- Randy Newsom, Public Works Director

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Consent Agenda Item: 2C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Attached is the official quote for the fireworks display for the 2025 Independence Day Celebration. This will need to be approved by February 28, 2025 to secure our June 28, 2025 date.

Parks Board will recommend the funds and City Council will vote to approve the contract at their next meeting.

FINANCIAL IMPACT:

The cost of the Fireworks show is \$25,000. Funds will come from the Parks Donation Fund.

RECOMMENDATION:

Staff recommends approval.

Parks Advisory Board recommended approval on February 10, 2025.

Attachments

[Material Contract - Saginaw.pdf](#)

[Quote - Saginaw 0628.pdf](#)

[Saginaw Deposit Invoice.pdf](#)



PYRO SHOWS OF TEXAS, INC.
Contract Agreement

This Agreement made on Feb 11, 2025, by and between PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, with a mailing address at P.O. Box 1776, LaFollette, TN 37766 and hereinafter referred to as "PYRO SHOWS" and Saginaw, City of with its principal place of business located at P. O. Box 79070 Saginaw, Texas 76179 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # #25-TX-0628-C-25000-000070 dated Feb 11, 2025. The Show will be given on June 28, 2025. Rain date/postponement date: July 5, 2025
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS OF TEXAS, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as Additional Insured under the terms of this coverage. PYRO SHOWS, INC. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. PAYMENT TERMS:** Saginaw, City of shall pay PYRO SHOWS \$ 25,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 25,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 12,500.00) upon return of signed contract by **March 13, 2025**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.



**PYRO SHOWS OF TEXAS, INC.
Contract Agreement**

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ DATE: _____
Chad Stanley, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Quote

DATE December 19, 2024
TO Saginaw, City of
 0
 0, 0 0

www.pyroshows.com

Date of Show:	Ship to:
Saturday, June 28, 2025	0 0, 0 0

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Custom Aerial Fireworks Display	\$ 25,000.00	\$ 25,000.00
	600-3", 360-4", 180-5"	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
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		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	

SUBTOTAL	\$ 25,000.00
SALES TAX	
TOTAL	\$ 25,000.00

THANK YOU FOR YOUR BUSINESS!



Pyro Shows of Texas, Inc

6601 Nine Mile Azle Rd
Fort Worth, TX 76135

Deposit Invoice

Date	Invoice #
2/11/2025	25TX000070

Name / Address
City of Saginaw PO Box 79070 Saginaw, TX 76179

Project	P.O. No.	Show Date	Terms
	Saginaw Independence	6/28/2025	Net 30
Description	Deposit Due	Total	
Deposit Due per Contract Agreement: Saginaw; Saginaw Independence 06/28/2025	12,500.00	12,500.00	
Contract # 25-TX-0628-C-25000-000070 Total: \$25,000.00			
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"><p><i>Please Remit to: Pyro Shows of Texas, Inc. P.O. Box 1776 LaFollette, TN 37766</i></p></div>			
We appreciate your prompt payment.		Total	\$12,500.00



D. Action Regarding the approval of By-Laws for the Northwest Emergency Communications Center (NWECC)

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Consent Agenda Item: 2D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

The City entered into an agreement with the City of Lake Worth creating the Northwest Emergency Communications Center (NWECC), which answers emergency 9-1-1 and administrative calls for service and then dispatches those calls to officers in the field. These By-Laws establish the authority of the NWECC, as well as the partner agency responsibilities, roles, guidelines and financial budgeting of the NWECC.

FINANCIAL IMPACT:

This is a document to establish roles and guidelines and has no financial impact on the City.

RECOMMENDATION:

Staff recommends the council approve the by-laws.

Attachments

[NWECC By Laws 02132025.pdf](#)



BYLAWS OF NORTHWEST EMERGENCY COMMUNICATIONS CENTER (NWECC)

ARTICLE I: PURPOSE AND AUTHORITY

1.1. The Northwest Emergency Communications Center (hereinafter “NWECC” or “Center”) was created pursuant to Subchapter D of Chapter 431, Texas Transportation Code (the “Act”), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code) through the passage of resolution 2023-26 by the Lake Worth City Council.

1.2 *Purpose.* The NWECC is organized for the purpose of aiding, assisting, and acting on behalf of the City of Saginaw, Texas, the City of Lake Worth, Texas, and the Eagle Mountain-Saginaw Independent School District, Texas (collectively “the Agencies” and each an “Agency”) in the performance of their governmental functions to promote the common good and general welfare of the Agencies by administering, managing and operating a regional public safety communications center (the “Center”) on behalf of the Agencies. Subject to applicable state law and any contractual obligations of an Agency or the NWECC, a city or an Agency may discontinue participation in the activities of the NWECC, or a non-participating unit of local government, business, or individuals may join in the activities of the NWECC, under procedures established in these Bylaws of the NWECC (the “Bylaws”). The NWECC, with the prior written consent of the Agencies or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the NWECC, by and through its Executive Director:

- A. employ persons to carry out the purposes of the NWECC;
- B. contract with other Agencies, political subdivisions, units of governments, and other persons and non-governmental entities.

1.3 *Authority.* The NWECC is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the “Act”), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the NWECC to assist and act on behalf of the Agencies and to engage in activities in the furtherance of the purposes for its creation.

1.4 *Agency Consent.* References herein to the consent or written consent of an Agency shall refer to an ordinance, resolution or order of the governing body of the Agency.

1.5 *Other Units of Government.* The Center may contract with a non-member unit of government to provide services on behalf of such non-member unit of government.

ARTICLE II: ROLE DIVISION AND DESCRIPTIONS

The following positions, titles and roles are those delegated by resolution to have operational and on-site management of NWECC.

2.1 *Executive Director:* Employee will be responsible for: (1) Coordinating all activities in operating a consolidated dispatch center, located in Lake Worth, reviewing and approving policies, procedures, and staffing requirements for presentation to the Executive Advisory Board for consideration. (2). Employee will be responsible for administering funds, preparing and overseeing annual operating budget, and overseeing all facets of operation of the consolidated dispatch center. (3). Employee will be responsible for the development of a realistic regional business and marketing plan to acquire new partner agencies for NWECC. (4) Employee will be responsible for serving as the liaison between NWECC and the Partner Agency Advisory Board.

2.2 *Communications Manager:* Employee will be responsible for: (1) Management of the operations and personnel for the NWECC, by managing the full range of daily and long-term operational activities, oversee Shift Supervisors, Training Coordinator and QA Management to ensure effective management and supervision of all personnel; (2) Interprets, monitors, adjusts and implements policies and procedures. (3) Provides supervision and direction to subordinate personnel; works independently and uses considerable discretion; stays aware of emergency communications needs and of personnel and labor relations issues. The work is performed under general direction of NWECC Executive Director. (4) Establish and implement shift objectives, priorities and quality assurance schedules to address deficiencies and support effective processes; (5) Oversee shift personnel management and labor relations including staff selection, hiring, evaluation, and corrective action; (6) Monitor shift and staff assignments, budgets and resources; (7) Participate as an integral member of NWECC's management team; (8) Prepare and present information including staff reports, requests for proposals, etc.; (9) Recommend, develop and implement program and policy changes in conjunction with the Training Coordinator and other management personnel; (10) Oversee the investigation and resolution of complaints; (11) Provide information and assistance to other departments, outside agencies and the public as necessary; (12) Represent NWECC in committee meetings, service relationship and public presentations; (13) Perform sensitive and confidential duties in the course of work or on behalf of NWECC's Executive Director; (14) Serve as Acting Director in the absence of NWECC's Executive Director; (15) Identify and recommend improvements to program systems and procedures; (16) Attend conferences, conventions or other various meetings and trainings to stay up to date on trends in emergency services and technical services, policy and procedures; (17) Participate during emergencies, including emergency operations center activations; (18) Serve as NWECC's liaison with user agencies, stakeholders and the community regarding dispatch operations; (19) Occasionally operate a dispatch console

and shift work when work load requires, and; (20) Perform other related duties as assigned.

2.3. NWECC shall have an appointed Executive Advisory Board (herein after the “Board”), consisting of an appointed official from each partner agency.

2.4. The Chief of Police of each partner Agency will, by default, serve as their agency’s representative to the NWECC Board. The length of a board member’s term is indefinite so long as they hold the position of Chief of Police with their respective agency.

2.4.1. Should the Chief of Police choose to delegate this responsibility to another member of their agency, the Chief of Police shall bear the responsibility of notifying the Board of the members’ appointment in writing.

2.5. NWECC’s Executive Director shall be an ex-officio non-voting member of the Board with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings.

2.6. NWECC is subject to, and shall operate in accordance with, the Texas Public Information Act and the Texas Open Meetings Act.

ARTICLE III: PARTNER AGENCY ADVISORY BOARD RESPONSIBILITIES

3.1. The Board shall be the advising body of NWECC.

3.2. All Board members shall have full and equal voting rights. All references herein to an act, resolution or vote of the Board shall refer to a vote of the Board Members entitled to vote on the matter as provided herein.

3.3. The Board shall annually review NWECC’s strategic plan, budget, and service fee providing for current operation of the Center.

3.4. Regular meeting attendance is expected of Board Members. It is the responsibility of each Agency with a serving Board member to encourage and ensure attendance.

3.5. Vacancies occurring during the regular term of a Board Member will be filled for the remainder of the term through appointment consistent with Article 2.4.1. herein.

3.6. The Board shall meet at least quarterly and may meet more frequently as it determines necessary. Meetings will be held in a rotating location as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the office of the NWECC. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the “Open Meetings Act”); provided that the notice of each meeting of the Board shall be

posted on the official bulletin board designated by the partner Agencies, for the posting of respective Agency Councils or Board Members. The Center, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act"). Additional meetings may be called by the Executive Director, or by written request of at least three Board members.

3.7. One-third (1/3) the appointed Board members shall constitute a quorum for the transaction of business.

3.8. The Board shall appoint a technical advisory committee, training advisory committee, financial advisory committee and operations advisory committee comprised of staff members from each partner Agency. The Board shall be empowered to appoint additional committees as deemed necessary to carry out Board business.

ARTICLE IV: COMMITTEES

4.1. Power of Committees. Except to the extent provided in the authorizing resolution for the committee and the Board-approved committee charter, a committee may not exercise the authority of the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings, shall cause such minutes to be recorded electronically for that purpose in the office of the Center, and shall report the same to the Board from time to time.

4.2. Technical Advisory Committee

- A. *Creation and Membership.* The Technical Advisory Committee (here in after the "TAC") is created to serve in an advisory capacity to the Board. The TAC shall be composed of at least one information technology (IT) professional of each partner Agency and any IT contractors acting on the Agencies' behalf. In addition, the Executive Director shall be an ex-officio non-voting member of the TAC with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings of the TAC.
- B. *Committee Representatives.* People serving on the TAC are referred to as Representatives and shall serve without compensation from the Center.
- C. *Alternates.* Representatives to the TAC may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have IT responsibilities within their respective Agency.
- D. *Powers.* The TAC shall meet for the purpose of promoting cybersecurity, multi-factor authentication, information sharing, development and recommend to the Board for direction and approval. The Center's IT operational policies and practices relating to the use of Center equipment, servers, and networks for public safety communications, and such other matters as the Board may direct. The TAC shall provide advice,

information, and recommendations to the Board who then provides directions to the Executive Director.

- E. *Quorum.* A majority of the members of the TAC (or their alternates) shall constitute a quorum. Representatives may participate and be considered present in meetings by telephone conference or other comparable means.
- F. *Voting.* All actions and recommendations of the TAC shall be approved by majority vote of those present and voting. Each person serving on the TAC shall have one vote.
- G. *Officers.* The TAC shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the TAC, and the Vice-Chair shall assume this role in absence of the Chair. The TAC officers shall be initially elected at the first meeting of the TAC after the effective date of these Bylaws by majority vote of the Representatives on the TAC and shall serve until the completion of the end of the first full fiscal year of the Center. Annually thereafter, at the first meeting of the TAC conducted on or after October 1st of each year, the Vice Chair shall assume the role of Chair and the TAC shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the TAC shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the TAC elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.
- H. *Meetings.* The TAC shall meet at least once a year at a time and place designated by the Chair of the TAC or by a majority of its Representatives. Not less than seven (7) days advance notice of regular meetings shall be given, provided, however, it shall not be necessary to provide advance notice of a regular meeting of the TAC if the TAC adopts a regular day and time each month on which to hold its regular meetings. Special meetings may be called by the Chair of the TAC or Representatives representing at least one-third of the total seats on the TAC and upon giving all other Representatives not less than five (5) days prior notice of such meeting. In an emergency, the TAC may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

4.3. Training Advisory Committee

- A. *Creation and Membership.* The Training Advisory Committee (here in after the "TRAC") is created to serve in an advisory capacity to the Board. The TRAC shall be composed of the training coordinator of each partner Agency or his/her designee, assigned by the Chief of said Agency. In

addition, the Executive Director shall be an ex-officio non-voting member of the TRAC with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings of the TRAC.

- B. *Committee Representatives.* People serving on the TRAC are referred to as Representatives and shall serve without compensation from the Center.
- C. *Alternates.* Representatives of the TRAC may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective Agency.
- D. *Powers.* The TRAC shall meet for the purpose of enhancing the current training program and shall abide by mandates set forth by the Texas Commission on Law Enforcement (here in after "TCOLE"), advise on the need to study, evaluate and identify specific training needs, propose type, and frequency of training development and recommend to the Board for direction and approval. The TRAC shall provide advice, information, and recommendations to the Board who then provides direction to the Executive Director.
- E. *Quorum.* A majority of the members of the TRAC (or their alternates) shall constitute a quorum. Representatives may participate and be considered present in meetings by telephone conference or other comparable means.
- F. *Voting.* All actions and recommendations of the TRAC shall be approved by majority vote of those present and voting. Each person serving on the TRAC shall have one vote.
- G. *Officers.* The TRAC shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the TRAC, and the Vice-Chair shall assume this role in absence of the Chair. The TRAC officers shall be initially elected at the first meeting of the TRAC after the effective date of these Bylaws by majority vote of the Representatives on the TRAC and shall serve until the completion of the end of the first full fiscal year of the Center. Annually thereafter, at the first meeting of the TRAC conducted on or after October 1st of each year, the Vice Chair shall assume the role of Chair and the TRAC shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the TRAC shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the TRAC elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

H. *Meetings.* The TRAC shall meet at least once a year at a time and place designated by the Chair of the TRAC or by a majority of its Representatives. Not less than seven (7) days advance notice of regular meetings shall be given, provided, however, it shall not be necessary to provide advance notice of a regular meeting of the TRAC if the TRAC adopts a regular day and time each month on which to hold its regular meetings. Special meetings may be called by the Chair of the TRAC or Representatives representing at least one-third of the total seats on the TRAC and upon giving all other Representatives not less than five (5) days prior notice of such meeting. In an emergency, the TRAC may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

4.4. Financial Advisory Committee

- A. *Creation and Membership.* The Financial Advisory Committee (here in after the "FAC") is created to fully understand all the NWECC plans, budgets and funding to then advise and recommend to the Board financial strategies that help ensure a sustainable, long-term financial model. The FAC shall be composed of the financial director of each partner Agency or his/her designee, assigned by the City Manager of said Agency. In addition, the Executive Director shall be an ex-officio non-voting member of the FAC with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings of the FAC.
- B. *Committee Representatives.* People serving on the FAC are referred to as Representatives and shall serve without compensation from the Center.
- C. *Alternates.* Representatives of the FAC may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective Agency.
- D. *Powers.* The FAC shall meet for the purpose of reviewing the financial affairs of the Center and fulfilling financial management as stated in Article VI of this document.
- E. *Quorum.* A majority of the members of the FAC (or their alternates) shall constitute a quorum. Representatives may participate and be considered present in meetings by telephone conference or other comparable means.
- F. *Voting.* All actions and recommendations of the FAC shall be approved by majority vote of those present and voting. Each person serving on the FAC shall have one vote.

- G. *Officers.* The FAC shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the FAC, and the Vice-Chair shall assume this role in absence of the Chair. The FAC officers shall be initially elected at the first meeting of the FAC after the effective date of these Bylaws by majority vote of the Representatives on the FAC and shall serve until the completion of the end of the first full fiscal year of the Center. Annually thereafter, at the first meeting of the FAC conducted on or after October 1st of each year, the Vice Chair shall assume the role of Chair and the FAC shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the FAC shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the FAC elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.
- H. *Meetings.* The FAC shall meet at least once a year at a time and place designated by the Chair of the FAC or by a majority of its Representatives. Not less than seven (7) days advance notice of regular meetings shall be given, provided, however, it shall not be necessary to provide advance notice of a regular meeting of the FAC if the FAC adopts a regular day and time each month on which to hold its regular meetings. Special meetings may be called by the Chair of the FAC or Representatives representing at least one-third of the total seats on the FAC and upon giving all other Representatives not less than five (5) days prior notice of such meeting. In an emergency, the FAC may dispense written notice requirements for special meetings, but must, in good faith, implement the best efforts to provide fair and reasonable notice to stakeholders.

4.5. Operations Advisory Committee.

- A. *Creation and Membership.* The Operations Advisory Committee (here in after the "OAC") is created to serve in an advisory capacity to the Board. The OAC shall be composed of the chief of each partner Agency or his/her designee. In addition, the Executive Director shall be an ex-officio non-voting member of the OAC with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings of the OAC.
- B. *Committee Representatives.* People serving on the OAC are referred to as Representatives and shall serve without compensation from the Center.
- C. *Alternates.* Representatives to the OAC may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their

respective Agency.

- D. *Powers.* The OAC shall meet for the purpose of promoting interdisciplinary and interagency collaboration and cooperation, information sharing, development and recommend to the Board for approval Center operational policies and practices relating to the use of the facility for public safety communications, and such other matters as the Board may direct. The OAC shall provide advice, information, and recommendations to both the Board who then provide direction to the Executive Director.
- E. *Quorum.* A majority of the members of the OAC (or their alternates) shall constitute a quorum. Representatives may participate and be considered present in meetings by telephone conference or other comparable means.
- F. *Voting.* All actions and recommendations of the OAC shall be approved by majority vote of those present and voting. Each person serving on the OAC shall have one vote.
- G. *Officers.* The OAC shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the OAC, and the Vice-Chair shall assume this role in absence of the Chair. The OAC officers shall be initially elected at the first meeting of the OAC after the effective date of these Bylaws by majority vote of the Representatives on the OAC and shall serve until the completion of the end of the first full fiscal year of the Center. Annually thereafter, at the first meeting of the OAC conducted on or after October 1st of each year, the Vice Chair shall assume the role of Chair and the OAC shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the OAC shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the OAC elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such an unexpired term.
- H. *Meetings.* The OAC shall meet monthly at least quarterly at a time and place designated by the Chair of the OAC or by a majority of its Representatives. Not less than seven (7) days advance notice of regular meetings shall be given, provided, however, it shall not be necessary to provide advance notice of a regular meeting of the OAC if the OAC adopts a regular day and time each month on which to hold its regular meetings. Special meetings may be called by the Chair of the OAC or Representatives representing at least one-third of the total seats on the OAC and upon giving all other Representatives not less than five (5) days prior notice of such meeting. In an emergency, the OAC may dispense written notice requirements for

special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

ARTICLE V: AMENDMENTS

5.1. The Board may amend these bylaws by a two-thirds (2/3) vote of the Board Members in office at a duly called meeting.

5.2. The proposed text of any amendment shall be furnished to all Board Members at least 10 calendar days prior to the meeting at which the amendment is to be considered by the Board.

ARTICLE VI: FINANCIAL

6.1 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual report prepared by the Financial Director of the City of Lake Worth. The Center shall provide a copy of the completed audit to each Agency not later than fifteen (15) days after its receipt by the Center.

6.2 *Capital Spending Authority:* The Board may expend funds for capital improvements in accordance with a capital improvement plan approved by the Board for the current fiscal year budget as follows:

A. *Funds* from the Cities shall be used for the purposes of the Center as authorized and directed by the Cities.

6.3 *Increase of O&M Costs.* Except for items mandated by changes in state or federal law or regulation that could not reasonably have been anticipated prior to submission of the Center's annual budget to the Agencies for review and comment, in the event any one or more items are added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from the Agencies prior to making that addition. Failure of an Agency to reject, to ask for additional information regarding, or to request modification of, the request on or before the thirtieth (30th) day after submission of the request to the Agency shall be deemed an approval of the request by that Agency (and a request for additional information or for modification may be provided by any employee of an Agency).

6.4 *Fiscal Year.* The fiscal year of the Center shall begin October 1 of each year.

6.5. *Annual Budget*

A. No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Center has employed an Executive

Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by a majority vote of the entire Board. After approval by the Board, the Budget shall be submitted to each Agency for approval. Failure of an Agency to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30th) day after submission of the Budget to the Agency shall be deemed an approval of the Budget by that Agency (and a request for additional information or for modification may be provided by an employee of an Agency).

- B. The Budget shall, at a minimum, include capital, operational, and project-specific expenditures. The Budget shall clearly indicate the sources and purposes of revenues contributed by an Agency or a non-participating unit of government.
- C. If the Board fails to approve the Budget, or if the Budget is not approved by each Agency, then the Budget for the prior fiscal year shall be deemed approved.
- D. From time to time, the Board may undertake one or more projects related to the purposes of the Center requiring the expenditure of funds not approved in the Annual Budget with the approval of a quorum of the Board of Directors. While the Board may elect to amend the Annual Budget for a particular project(s) related to the purposes of the Center, such expenditures may not be undertaken in that regard unless or until an agreement with an Agency or the non-member unit of government is executed with the Center, which shall contain at least the following:
 - a. the service(s) to be provided by the Center;
 - b. the method by which the Center intends to provide the service(s) (i.e., the Center intends to contract with a private entity or perform the service(s) itself, or some blending of the various methods);
 - c. the total cost of the project(s) to be undertaken by the Center;
 - d. written agreement by the member and/or participating Agencies to contribute an agreed-upon portion of the stated project expenditures, along with the agreed-upon portion being contributed by other member and/or participating Agencies; and
 - e. unless otherwise agreed by the Agencies in the respective Interlocal Agreement, the share of the project expenditures will be evenly distributed on a pro-rata population basis based on the most recent Decennial Census.

6.6 *Line-Item Flexibility.* The Executive Director has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Board or the Agencies. The Board, by a vote of at least two-thirds (2/3) of the members of the entire Board, has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Agencies.



A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Proclamations-Presentations Item: 3A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



B. Discussion of the City Employee Code of Conduct and Respect for Citizens--Valentin Gutierrez

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Proclamations-Presentations Item: 3B.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

2-5-2025 - Submitted request to be placed on agenda for the next council meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

[Email Response to Requestor Confirming Council Meeting 2-18-2025.pdf](#)

[Request to be Place on City Council Agenda - Valentin Gutierrez.pdf](#)

Vicky Vega

From: Vicky Vega
Sent: Friday, February 7, 2025 9:11 AM
To: tinodjuti@gmail.com
Subject: FW: City Council Agenda.

Hello, Mr. Gutierrez

I have received your request.

I will add your request to the agenda for the next City Council Meeting that will take place on Tuesday, February 18, 2025 at 6:00 PM in the Council Chambers.

Address: 333 W. McLeroy Blvd
Saginaw, Texas 76179

If you would like to present any presentation material, please send to me by Wednesday, February 12, 2025 no later than 12:00 pm.

If you have any other questions, please let me know!

Thank you,



Vicky Vega

City Secretary

Phone: 817-230-0327
Email: vvega@saginawtx.org
Address: 333 W. McLeroy
PO Box 79070
Saginaw, TX 76179
Website: www.saginawtx.org

From: Tino Gutierrez <tinodjuti@gmail.com>
Sent: Wednesday, February 5, 2025 6:24 PM
To: Janice England <jengland@saginawtx.org>
Subject: City Council Agenda.

Subject: Request to be on City Council Agenda - Discussion of City Employee Code of Conduct and Respect for Citizens

Dear [City Council/City Clerk/Appropriate Contact Person],

Janice England

From: Tino Gutierrez <tinodjguti@gmail.com>
Sent: Wednesday, February 5, 2025 6:24 PM
To: Janice England
Subject: City Council Agenda.

Subject: Request to be on City Council Agenda - Discussion of City Employee Code of Conduct and Respect for Citizens

Dear [City Council/City Clerk/Appropriate Contact Person],

I am writing to formally request to be placed on the agenda for the next available City Council meeting to discuss concerns regarding the City Employee Code of Conduct, specifically related to respect for citizens.

I have observed and/or experienced what I believe to be a lack of respect for citizens from various city employees, including but not limited to:

The City Manager
The Fire Chief
Police officers of the Saginaw Police Department

I would like to address these concerns with the City Council and discuss potential improvements to the City Employee Code of Conduct to ensure all city employees treat citizens with respect and courtesy. I believe a discussion of this matter is vital for fostering positive relationships between the city and its residents.

I would appreciate the opportunity to present specific examples and elaborate on these concerns during the meeting. I also request that the City Council provide a formal response to the issues raised.

Please let me know the date of the next available meeting and the procedure for being added to the agenda. I can be reached at 817-846-7572

Thank you for your time and consideration.

Valentin Gutierrez
1208 n creek



C. Update on Valve Replacement project--Ronnie Martinez, Superintendent of Water/Wastewater Utilities

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Proclamations-Presentations Item: 3C.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Updating the Mayor and Council on the Water Department's Valve Maintenance Program. Presentation by Ronnie Martinez, Water/Wastewater Superintendent.

FINANCIAL IMPACT:

RECOMMENDATION:

Attachments

[Valve Replacement Program Presentation--2-18-2025.pdf](#)

VALVE AND HYDRANT PROGRAMS

PRESENTED BY RONNIE MARTINEZ

HAVING A VALVE AND HYDRANT PROGRAM IN A WATER SYSTEM SERVES MANY PURPOSES.

- Verifying map accuracy
- Asset management
- System efficiency
- Minimizing service interruption
- Helps with water quality

A LITTLE BIT ABOUT THE PROGRAMS

The valve program was started on Feb 21, 2024. We have 120.86 miles of water line in the ground here in Saginaw, attached to that water line are 2,519 valves. In addition to this we have 1,190 hydrants that serve as fire protection, and also flushing points for our system.

There are 26 grids on our map, we have completed 6 of those grids. While completing those we have been able to operate a total of 496 valves, finding 11 broken, 24 offset. Out of the 1,190 hydrants in our system we have been able to maintenance 99.



THE VALVE AT THE
INTERSECTION OF
WOFFORD AND OPAL
PREPPED FOR
REPLACEMENT

THE VALVE AT THE
INTERSECTION OF
WOFFORD AND OPAL
AFTER
REPLACEMENT



SPECIAL THANKS TO YOU

The funds that were granted to this program have allowed us to replace 8 out of the 11 broken valves in our system without tying up our crews. This has given us the opportunity to provide a quicker response time to our customers all while continuing the programs we have mentioned today along with the normal day to day operations. We are thankful and look forward to finding ways to improve our system and deliver first class service to our customers.





D. Update on City Branding Community Vote -- Pedro Zambrano, Communications Manager

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Proclamations-Presentations Item: 3D.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

Update on City Branding Communication Vote

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A



E. Presentation of American Public Works Association (APWA) Accreditation--David Garcia, Intern

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Proclamations-Presentations Item: 3E.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

David Garcia will be presenting at the February 18th Council Meeting to update and discuss the APWA Accreditation process for Public Works.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

Attachments

[APWA Accreditation \(Presentation\).pdf](#)



APWA Accreditation

APWA Process

- ▶ 40 Chapters, 549 modules (*29 Chapters, 380 modules applicable*)
 - ▶ Conducting Research
 - ▶ Collaborating with Various Divisions and Departments
 - ▶ Creating policies and procedures from scratch
- ▶ December 10th: Peer Review
- ▶ February 17th – 21st: Accreditation Council Initial Review
- ▶ February 24th – APWA Meeting Feedback, 45 days for improvements

APWA Policies

- ▶ Preventive Maintenance Program
- ▶ Industrial Pretreatment Policy

Benefits of Accreditation

- ▶ Established a department-wide culture of continuous improvement
- ▶ Documented processes
- ▶ Improved operational performance
- ▶ Team building and staff training & development
- ▶ Justification for budget requests
- ▶ Reduce liability costs

APWA Accredited Cities, Counties, and Towns in Texas

- ▶ City of Arlington
- ▶ City of Austin
- ▶ City of College Station
- ▶ City of Corinth
- ▶ City of El Campo
- ▶ City of Fort Worth
- ▶ City of Frisco
- ▶ City of Houston
- ▶ City of Plano
- ▶ City of Rowlett
- ▶ City of Temple
- ▶ City of University Park
- ▶ City of West University Place
- ▶ Dallas County
- ▶ Town of Flower Mound
- ▶ Town of Little Elm

Contributors

- ▶ Bryce Apple
- ▶ Charles Wood
- ▶ Corey Smith
- ▶ David Garcia
- ▶ Dolph Johnson
- ▶ Glenn Reeves
- ▶ Jarred Coursey
- ▶ Maria Hernandez
- ▶ Matt Regan
- ▶ Paul Wrzesinski
- ▶ Randy Newsom
- ▶ Rick Trice
- ▶ Ronnie Martinez
- ▶ Salvador Gonzalez
- ▶ Susy Victor-Trevino
- ▶ Wesley Horton

Questions?



A. Public Hearing -- Consideration and Action Regarding a Request for a Specific Use Permit to allow a Residential Carport on the Property located at 1104 Roundhouse Dr. , Saginaw, Texas 76131 -- Maria Hernandez, Planning Tech

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Public Hearings Item: 4A.
Reference File	
Community Goals	

The Planning & Zoning Division has received an application for a specific use permit as follows:

- **Request:** Specific Use Permit (SUP) to Allow a Residential Carport on the Applicant's Property
- **Applicant:** Glenn Rehm (Owner)
- **Address:** 1104 Roundhouse Dr. Saginaw, TX 76131



- **Legal Description:** Highland Station (SAGINAW) Block 20, Lot 43
- **Zoning:** Single Family (5,500 sq. Ft.) "SF4"



- **Land Use:** Carports Require the Approval of an SUP

P	Permitted Use	AG	Agriculture	MF2	Multi-Family
		SF-1	Single Family	MH	HUD Code Manufactured Housing
S	Specific Use Permit	SF-2	Single Family	OP	Office Professional
		SF-3	Single Family	NC	Neighborhood Commercial
	Prohibited Use	SF-4	Single Family (Inactive)	NMU	Neighborhood Mixed-use
		ZLL	Zero Lot Line	CC	Community Commercial
		DX	Duplex	CF	Community Facilities
		MF1	Multi-Family	LI	Light Industrial
				HI	Heavy Industrial

P = Permitted Use, S = Specific Use Permit, Blank = Prohibited Use

City of Saginaw Land Use Table																								
Residential											Land Use Designation		Nonresidential				Supplemental Condit							
A	S	S	S	S	S	D	Z	M	M	M			O	N	N	C	C	L	H					
G	F	F	F	F	F	X	L	H	F	F			P	C	M	C	F	I	I					
1	2	3	4	A					1	2					U									
ACCESSORY USES																								
S	S	S	S	S	S	S	S	S	P	P	Carport, Residential							P	P	P	21			

(Ex. 1: Permitted Use Table)

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff remains neutral.

Planning and Zoning Commission recommends approval with the condition that the structure not use a white paint color and for the overall aesthetic to match and enhance the property.

Attachments

[1104 Roundhouse Dr \(Newspaper Notice\).pdf](#)

[1104 Roundhouse Dr \(Property Owner Notice Packet\).pdf](#)

[1104 Roundhouse Dr \(SUP Application and Exhibits\).pdf](#)

[1104 Roundhouse Dr \(SUP Ordinance Draft\).pdf](#)

[1104 Roundhouse Dr. \(Reply Form 01\).pdf](#)

[PZ Minutes \(02.11.25\).pdf](#)

[1104 Roundhouse Dr. \(Legal Notice\).pdf](#)

Classified **FIND. BUY. SELL.**
classifieds.star-telegram.com
 817.390.7400

Legals

SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS

Electronic bids for the construction of Northstar Lift Station CPN 105187 ("Project") will be received by the City of Fort Worth via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project until 2:00 PM, CST, Thursday, February 6, 2025. Bids will then be opened publicly and read aloud beginning at 2:00 PM CST at New City Hall Mezzanine Floor.

Your submissions must be uploaded, finalized and submitted prior to the Project's posted due date. The City strongly recommends allowing sufficient time to complete this process (ideally a week prior to the deadline) to begin the uploading process and to finalize your submission. Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. The Bonfire portal can be accessed using Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Electronic submission is subject to electronic interface latency, which can result in transmission delays. All bidders or proposers assume the risk of late transmission/submission. The City shall not be held liable if an interested bidder or proposer is unable to submit a complete bid/response before the published deadline due to transmission delays or any other technical issues or obstructions. The City strongly recommends allowing sufficient time to complete the submission process (ideally a week before the deadline) to begin the uploading process and to finalize your submission to give adequate time in the event an issue arises. All submissions must be submitted electronically prior to the close date and time under the respective Project via the Procurement Portal: <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>

Failure to submit all completed required information listed in the respective Solicitation will be grounds for rejection of a bid as non-responsive. No late bids/proposals shall be accepted. Bids delivered in any other manner than using the Bonfire Platform (Procurement Portal) will not be accepted or considered. If, upon being opened, a submission is unreadable to the degree that material conformance to the requirements of the procurement specifications cannot be ascertained, such submission will be rejected without liability to the City, unless such bidder provides clear and convincing evidence (a) of the content of the submission as originally submitted and (b) that the unreadable condition of the Electronic Bid was caused solely by error or malfunction of the Bonfire Platform (Procurement Portal). Failure to scan a clear or readable copy of a bid into the system does not constitute and shall not be considered an error or malfunction of the Bonfire Platform (Procurement Portal). Bidders are encouraged to fully review each page of every document within their submission prior to submitting to ensure all documents are clear, legible, and complete.

SUPPORT
 For technical questions, visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Contact the Bonfire support team at Support@GoBonfire.com or by calling 1-800-354-8010. To get started with Bonfire, watch this five-minute training video: Vendor Registration and Submission [VIDEO] – Bonfire Vendor Support ([gobonfire.com](https://bonfire.com))

GENERAL DESCRIPTION OF WORK
 The major work will consist of the (approximate) following: A 1,600 GPM lift station with a total dynamic head of about 310 feet using submersible pumps, associated electrical improvements including new service, switchgear, motor controls, VFD's, instrumentation and SCADA equipment, standby power generator and automatic transfer switch, building to house electrical and instrumentation equipment, cast in place concrete wet well and valve vault, about 2,000 linear feet of 12-inch diameter force main and appurtenant construction including site improvements, access road, power extension, odor control, piping, valves, fencing, etc.

PREQUALIFICATION
 Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 – INSTRUCTIONS TO BIDDERS.

DOCUMENT EXAMINATION AND PROCUREMENTS
 The Bidding and Contract Documents may be examined or obtained via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project. Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.

EXPRESSION OF INTEREST
 To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties should indicate their intent to bid in the Procurement Portal by selecting "yes" under the Intent to Bid section. All Addenda will be posted in the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project.

PREBID CONFERENCE – Web Conference
 A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time via a web conferencing application:
DATE: January 24, 2025
TIME: 2:00 pm Local Time.
 Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders should direct all questions about the meaning and intent of the Bidding Documents electronically through the Vendors discussions section under the respective Project via the Procurement Portal. If necessary, Addenda will be issued pursuant to the Instructions to Bidders.

CITY'S RIGHT TO ACCEPT OR REJECT BIDS
 City reserves the right to waive irregularities and to accept or reject any or all bids.

AWARD
 City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.

ADVERTISEMENT DATES
 January 15, 2025
 January 22, 2025
 January 29, 2025
 IFL0211166
 Jan 15,22,29 2025

ON-LINE AUCTION OF DOWNTOWN PUSH CART (FOOD) VENDING LOCATIONS.

The City of Fort Worth is auctioning off the exclusive right to sell food and beverages from approved and permitted pushcarts at six (6) downtown pushcart vending locations. The auction will be conducted by Lone Star Auctioneers, Inc. The online bidding is scheduled to start on Monday February 3, 2025 at 10:00 am and will begin closing at 10:00 am on Friday February 7, 2025. Each of the six (6) sites will close at a designated time and there will be 30 minutes between each closure. All interested parties must meet the minimum qualifications prior to the auction proceedings – see details regarding this and other requirements at: www.LoneStarAuctioneers.com or by contacting Jordan Balusek with the City's Consumer Health Division at (817) 392-7935. IFL0212330
 Jan 22,24,26,29,31, Feb 2 2025

NOTICE TO BIDDERS

Proposals received by the City of Arlington at the Office of the Purchasing Manager, 500 E. Border Street, 7th Floor, Arlington, Texas, 76010 until 2:00 p.m. on the 20th of February 2025 for:

- RFP NUMBER: 25-0147**
 Request for Proposals for an Annual Requirements Contract for Testing, Inspections, and Repairs of Fire Sprinklers and Fire Pumps
 Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at <https://arlington-tx.iowave.net/Login.aspx>, or by contacting the office of the Purchasing Manager, City Tower Business Office, 500 E. Border Street, 7th Floor, P.O. Box 90231, Arlington, Texas 76010. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.
 s/s Jim Ross
 Mayor
 s/s Alex Busken
 City Secretary
 IFL0213649
 Jan 29, Feb 5 2025

SECTION B INVITATION TO BID

Oliver Nature Park – Tree House Overlook Improvements
 City of Mansfield - Parks and Recreation
 BID NUMBER – 2025-23-01-01
 The City of Mansfield, Texas (Owner) will accept sealed bids for Oliver Nature Park – Tree house overlook improvements (decking removal and replacement, structural upgrade) in accordance with the plans and specifications as prepared by Charles Gojer and Associates, Inc. Dallas, Texas.
 The Owner will receive sealed bids at City of Mansfield, City Secretary's Office, 1200 E. Broad St, Mansfield, Texas 76063, Attn: City Secretary until Thursday, February 13, 2025, at 2:00 pm at which time the bids will be publicly opened and read aloud. Late bids will not be accepted.
 Plans and Contract Documents shall be downloaded or viewed free of charge by registering at www.CivcastUsa.com. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders, are received. This web site will be updated with addenda, plan holders, bid tabulations, additional reports, or other information relevant to bidding the Project.
 Plans and Contract Documents may also be examined without charge at City of Mansfield, Park Administration Office, 1164 Matlock Road, Mansfield, Texas 76063. Advertisement and bid information for the Project can also be found at www.mansfieldtexas.gov/bids.aspx.
 A Pre-Bid Conference will be held on January 30, 2025, at 2:00 pm in the Community Room located at the Shelly Lannars Parks Administrative Offices at 1164 Matlock Road, Mansfield Texas 76063.
 A Cashier's Check or an acceptable Bidder's Bond, payable to the City of Mansfield, Texas, in the amount of not less than 5% of the bid amount, as well as a completed Conflict of Interest Questionnaire as required by state law, must accompany the bid. The bid checklist must also accompany the bid.
 The successful Bidder will be required to provide performance, payment, and maintenance bonds and insurance as detailed in the Contract Documents.
 Bid Proposal must be submitted on the forms bound within the Bidding Documents. No bid may be withdrawn until the expiration of 45 days from the date bids are opened. The right to accept any bid, or to reject any or all bids and to waive any or all informalities is hereby reserved by the Owner.
 Questions regarding this invitation to bid should be directed to James Fish, Parks Planning Manager at (817) 728-3394 or james.fish@mansfieldtexas.gov. First Publication January 22, 2025 Star Telegram/Civcast/ COM
 Second Publication January 29, 2025 Star Telegram/Civcast/COM
 IFL0213366
 Jan 22,29 2025

SECTION B INVITATION TO BIDDERS

Proposals received by the City of Arlington at the Office of the Purchasing Manager, 500 E. Border Street, 7th Floor, Arlington, Texas, 76010 until 2:00 p.m. on the 20th of February 2025 for:

- RFP NUMBER: 25-0147**
 Request for Proposals for an Annual Requirements Contract for Testing, Inspections, and Repairs of Fire Sprinklers and Fire Pumps
 Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at <https://arlington-tx.iowave.net/Login.aspx>, or by contacting the office of the Purchasing Manager, City Tower Business Office, 500 E. Border Street, 7th Floor, P.O. Box 90231, Arlington, Texas 76010. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.
 s/s Jim Ross
 Mayor
 s/s Alex Busken
 City Secretary
 IFL0213649
 Jan 29, Feb 5 2025

SECTION B INVITATION TO BIDDERS

Sealed bids will be received at the office of the City Secretary, 1200 East Broad Street, Mansfield, Texas 76063 until 3:00 pm, Tuesday, February 11, 2025 and then publicly opened and read aloud for construction of: WARWICK DRIVE STREET REBUILD
 A cashier's check or acceptable Bidder's Bond for 5% of the bid amount must accompany each bid, as well as a completed Conflict of Interest Questionnaire as required by state law. The successful bidder will be required to provide performance and payment bonds, maintenance bond and insurance as detailed in the Contract Documents. Computer-generated bids will be accepted as detailed in the Contract Documents.
 The Contract Documents may be examined without charge in the office of the City Engineer at the address shown above, and may be procured from the City Engineer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A non refundable fee of Fifty Dollars (\$50.00) will be charged.
 Advertisement and bid phase information for the Project can also be found at the following website: <http://www.civcastusa.com>
 Plans, Contract Documents and the Engineer's Project Cost Estimate may be downloaded or viewed free of charge by registering at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders, is received. Printed copies of the Plans and Contract Documents may be purchased at the website. This website will be updated with addenda, plan holders lists, bid tabulations, additional reports or other information relevant to bidding the Project.
 The City reserves the right to reject any or all bids and to waive formalities. IFL0213510
 Jan 22,29 2025

CITY OF SAGINAW REQUEST FOR PROPOSALS

The City of Saginaw is soliciting proposals for a water and wastewater rate study. A copy of the request for proposals is listed on the City of Saginaw website at www.saginawtx.org.
 To be considered the proposal must meet the qualifications and satisfy the requirements set forth in the RFP. Completed proposals must be received at the address listed below by 3:00 p.m. on Wednesday, February 12, 2025.
 City of Saginaw
 Attn: Elizabeth Thorp
 333 West McLeroy Blvd
 Saginaw, TX 76179
 All questions regarding this proposal may be directed to Elizabeth Thorp, Finance Manager, by email at ethorp@saginawtx.org
 IFL0213230
 Jan 22,29 2025

SECTION B INVITATION TO BIDDERS

Sealed bids will be received at the office of the City Secretary, 1200 East Broad Street, Mansfield, Texas 76063 until 3:00 pm, Tuesday, February 11, 2025 and then publicly opened and read aloud for construction of: WARWICK DRIVE STREET REBUILD
 A cashier's check or acceptable Bidder's Bond for 5% of the bid amount must accompany each bid, as well as a completed Conflict of Interest Questionnaire as required by state law. The successful bidder will be required to provide performance and payment bonds, maintenance bond and insurance as detailed in the Contract Documents. Computer-generated bids will be accepted as detailed in the Contract Documents.
 The Contract Documents may be examined without charge in the office of the City Engineer at the address shown above, and may be procured from the City Engineer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A non refundable fee of Fifty Dollars (\$50.00) will be charged.
 Advertisement and bid phase information for the Project can also be found at the following website: <http://www.civcastusa.com>
 Plans, Contract Documents and the Engineer's Project Cost Estimate may be downloaded or viewed free of charge by registering at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders, is received. Printed copies of the Plans and Contract Documents may be purchased at the website. This website will be updated with addenda, plan holders lists, bid tabulations, additional reports or other information relevant to bidding the Project.
 The City reserves the right to reject any or all bids and to waive formalities. IFL0213510
 Jan 22,29 2025

CITY OF SAGINAW REQUEST FOR PROPOSALS B2025-011-001 DEMOLITION OF FORMER CITY HALL

The City of Haltom City is soliciting sealed bids for demolition of the former City Hall located at 5024 Broadway Avenue, Haltom City, Texas 76117 per the project specifications. The successful Contractor shall provide all labor, equipment, safety equipment and insurance necessary to perform this work.
 A Pre-Proposal Conference is scheduled for Wednesday, February 5, 2025 at 10am (CST) at 4801 Haltom Rd-New City Hall.
 All questions on this request for sealed bids should be directed to either the Project Manager, pchastant@broaddususa.com or the City Purchasing Agent, purchasing@haltomcitytx.com. Bid packets may be obtained from the City's website: <https://www.haltomcitytx.com/419/Purchasing-Division> or via e-mail purchasing@haltomcitytx.com. Sealed bids shall be addressed to the Purchasing Agent and clearly marked on the outside of the envelope: SEALED BID B2025-011-001 – Demolition of Former City Hall Bid Due: February 11, 2025 at 10 a.m. CST
 Company and Contact name
 Company Return address
 Bids will be received by the Purchasing Department at the new City Hall at 4801 Haltom Road, Haltom City, TX until 10:00 am CST on Tuesday, February 11, 2025. Any and all bids received after the above date and time will be returned unopened. Sealed bids will be opened and read aloud at City Hall, 4801 Haltom Road, Haltom City, Texas at 10:01 a.m. (CST) on February 11, 2025. Please include one (1) complete original and three (3) hard copies of your bid as well as one .pdf copy on USB drive.
 The City of Haltom City also reserves the right to waive any or all informalities and reject any or all bids. IFL0213376
 Jan 22,29 2025

NOTICE OF APPLICATION FOR ACQUISITION OF A BANK HOLDING COMPANY BY A BANK HOLDING COMPANY

Community Bank Holdings of Texas, Inc., 321 North 15th Street, Corsicana, Navarro County, Texas, intends to apply to the Federal Reserve Board for permission to acquire CapTex Bancshares, Inc., 1301 West 7th Street, Suite 201, Fort Worth, Tarrant County, Texas, and, indirectly acquire control of CapTex Bank, 1301 West 7th Street, Suite 201, Fort Worth, Tarrant County, Texas. The Federal Reserve considers a number of factors in deciding whether to approve the application, including the record of performance of applicant banks in helping to meet local credit needs.
 You are invited to submit comments in writing on this application/notice to the Federal Reserve Bank of Dallas, P. O. Box 655906, Dallas, Texas 75265-5906 or via email to comments.applications@dal.frb.org. The comment period will not end before February 27, 2025 and may be somewhat longer. The Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application/notice, contact Karen Smith, Assistant Vice President, Banking Supervision, at (469) 243-7215. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application/notice if they are received in writing by the Reserve Bank on or before the last day of the comment period. IFL0214384
 Jan 29 2025

INVITATION TO BIDDERS FWS AIRPORT VEHICLE SERVICE ROAD CONSTRUCTION

Electronic bids for the construction of a Vehicle Service Road at Fort Worth Spinks Airport ("Project") will be received by the City of Fort Worth via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project until 2:00 PM, CST, Thursday, February 27, 2025. Bids will then be opened publicly and read aloud beginning at 2:00 PM CST at 100 Fort Worth Trail, Mezzanine Floor, Fort Worth, TX 76102, unless otherwise specified.
 The Bidding and Contract Documents may be examined or obtained via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project. Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.
 The major work will consist of the (approximate) following: construct approximately 300 feet of a concrete vehicle service road at Fort Worth Spinks Airport.
 A prebid conference will be held at the following date, place and time:
DATE: Wednesday, February 12, 2025
TIME: 10:00 A.M. CST
LOCATION: Fort Worth Spinks Airport Conference Room 450 Alsbury Court, Fort Worth, TX 76028
 The presentation and any questions and answers provided at the pre-bid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders should direct all questions about the meaning and intent of the Bidding Documents electronically through the Vendors discussions section under the respective Project via the Procurement Portal. If necessary, Addenda will be issued pursuant to the Instructions to Bidders.
SUPPORT
 For technical questions, visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Contact the Bonfire support team at Support@GoBonfire.com or by calling 1-800-354-8010. To get started with Bonfire, watch this five-minute training video: Vendor Registration and Submission [VIDEO] – Bonfire Vendor Support ([gobonfire.com](https://bonfire.com))
 IFL0213516
 Jan 22,29 2025

Legals

PUBLIC NOTICE:

SBA Towers X, LLC is proposing to construct a new 129' (overall height) monopole telecommunications tower for the installation of FCC-licensed equipment located at 7800 Summer Creek Drive, Fort Worth, Tarrant County, Texas 76123 (32° 37' 47.69" N, 97° 24' 25.30" W). Public comments regarding potential effects from this site on historic properties may be submitted within 30-days from the date of this publication to A. Broadhurst, Terracon, 11555 Clay Road, Suite 100, Houston, TX 77043; 713-329-2529; ashley.broadhurst@terracon.com. Reference Terracon Project No. 92257003. IFL0214552
 Jan 29 2025

CITY OF BEDFORD DECEIION OF BUILDING STANDARDS COMMISSION

The City of Bedford Building Standards Commission conducted a hearing on January 16, 2025 regarding an appeal of the Building Officials interpretation of the City's sign ordinance, finding that the proposed signs contained in Permit No. SIGN-24-181(4009 Airport Freeway, Bedford, Texas 76021) and SIGN-24-183(3301 Airport Freeway, Bedford, Texas 76021) should be classified as billboards. A copy of the order and hearing minutes are available at City Hall Building C, located at 1805 L. Don Dodson, Bedford, Texas 76021. IFL0214430
 Jan 29 2025

NOTICE TO BIDDERS

Proposals received by the City of Arlington at the Office of the Purchasing Manager, 500 E. Border Street, 7th Floor, Arlington, Texas, 76010 until 2:00 p.m. on the 27th of February 2025 for:

- RFP NUMBER: 25-0145**
 Request for Proposals for an Annual Requirements Contract for Automatic Gate Repair and Maintenance
 Official bid or proposal document(s) are available to any supplier registered on the City's Procurement Portal at <https://arlington-tx.iowave.net/Login.aspx>, or by contacting the office of the Purchasing Manager, City Tower Business Office, 500 E. Border Street, 7th Floor, P.O. Box 90231, Arlington, Texas 76010. The City of Arlington reserves the right to reject any or all bids and waive any and all informalities.
 s/s Jim Ross
 Mayor
 s/s Alex Busken
 City Secretary
 IFL0214592
 Jan 29, Feb 5 2025

SECTION 00 11 13 INVITATION TO BIDDERS

RECEIPT OF BIDS
 Electronic bids for the construction of CPN: 105498: Aledo Road Infrastructure, FID No. 30114-0200431-105498-E07685 ("Project") will be received by the City of Fort Worth via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project until 2:00 PM, CST, Thursday, February 6, 2025.

Bids will then be opened publicly and read aloud beginning at 2:00 PM CST in the Fort Worth City Hall, 100 Fort Worth Trail, Fort Worth, Texas, Floor Mezzanine (CH_M210_12).

Your submissions must be uploaded, finalized and submitted prior to the Project's posted due date. The City strongly recommends allowing sufficient time to complete this process (ideally a week prior to the deadline) to begin the uploading process and to finalize your submission. Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. The Bonfire portal can be accessed using Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Electronic submission is subject to electronic interface latency, which can result in transmission delays. All bidders or proposers assume the risk of late transmission/submission. The City shall not be held liable if an interested bidder or proposer is unable to submit a complete bid/response before the published deadline due to transmission delays or any other technical issues or obstructions. The City strongly recommends allowing sufficient time to complete the submission process (ideally a week before the deadline) to begin the uploading process and to finalize your submission to give adequate time in the event an issue arises.

All submissions must be submitted electronically prior to the close date and time under the respective Project via the Procurement Portal: <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>

Failure to submit all completed required information listed in the respective Solicitation will be grounds for rejection of a bid as non-responsive. No late bids/proposals shall be accepted. Bids delivered in any other manner than using the Bonfire Platform (Procurement Portal) will not be accepted or considered.

If, upon being opened, a submission is unreadable to the degree that material conformance to the requirements of the procurement specifications cannot be ascertained, such submission will be rejected without liability to the City, unless such bidder provides clear and convincing evidence (a) of the content of the submission as originally submitted and (b) that the unreadable condition of the Electronic Bid was caused solely by error or malfunction of the Bonfire Platform (Procurement Portal). Failure to scan a clear or readable copy of a bid into the system does not constitute and shall not be considered an error or malfunction of the Bonfire Platform (Procurement Portal). Bidders are encouraged to fully review each page of every document within their submission prior to submitting to ensure all documents are clear, legible, and complete.

SUPPORT

For technical questions, visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Contact the Bonfire support team at Support@GoBonfire.com or by calling 1-800-354-8010. To get started with Bonfire, watch this five-minute training video: Vendor Registration and Submission [VIDEO] – Bonfire Vendor Support ([gobonfire.com](https://bonfire.com))

GENERAL DESCRIPTION OF WORK

The major work will consist of approximately 4,750 linear feet of 16-inch water line installed using open cut method, with one bore crossing enclosed in approximately 80 linear feet of 30-inch steel, and 4,800 linear feet of variable diameter sewer main installed using open cut, with one bore crossing under Union Pacific Railroad for a length of approximately 155 linear feet of 30-inch steel. Water structure include gate valves, fire hydrants and one combination air valve. The sewer construction will occur within Aledo Road county ROW.

PREQUALIFICATION

Certain improvements included in this project must be performed by a contractor or designated subcontractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 3 of 00 21 13 – INSTRUCTIONS TO BIDDERS.

DOCUMENT EXAMINATION AND PROCUREMENTS

The Bidding and Contract Documents may be examined or obtained via the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project. Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.

EXPRESSION OF INTEREST

To ensure potential bidders are kept up to date of any new information pertinent to this project, all interested parties should indicate their intent to bid in the Procurement Portal by selecting "yes" under the Intent to Bid section. All Addenda will be posted in the Procurement Portal <https://fortworthtexas.bonfirehub.com/portal/?tab=openOpportunities>, under the respective Project.

PREBID CONFERENCE – In-person and Web Conference

A prebid conference will be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time, as well as simultaneously via a web conferencing application:
DATE: 1/24/2025
TIME: 10:00 a.m.
 Invitations with links to the web conferencing application will be distributed directly to those who have submitted an Expression of Interest.

If a prebid conference is held, the presentation and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids. If a prebid conference is not being held, prospective bidders should direct all questions about the meaning and intent of the Bidding Documents electronically through the Vendors discussions section under the respective Project via the Procurement Portal. If necessary, Addenda will be issued pursuant to the Instructions to Bidders.

CITY'S RIGHT TO ACCEPT OR REJECT BIDS

City reserves the right to waive irregularities and to accept or reject any or all bids.

AWARD

City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.

- ADVERTISEMENT DATES**
 1. 1/15/2025
 2. 1/22/2025
 3. 1/29/2025

END OF SECTION
 IFL0212000
 Jan 15,22,29 2025

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on February 11, 2025 to consider a request for a specific use permit (SUP) to allow a residential carport on the property located on 1104 Roundhouse Dr., Saginaw, Texas 76131. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on February 18, 2025 to consider the above-mentioned request for a SUP, contingent upon the receipt of a report regarding the SUP from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.
 FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.
 Please direct any question regarding this matter to Susy Victor-Trevino, Planning Manager, 817-230-0440. IFL0213636
 Jan 29 2025

NOTICE OF MERGER OF BANKS

Notice is given that application has been made to the Office of the Comptroller of the Currency, 500 North Akard Street, Suite 1600, Dallas, Texas 75201, for consent to merge CapTex Bank, Fort Worth, Texas 76102, into Community National Bank & Trust of Texas, Corsicana, Texas 76110.

It is contemplated that the main/home offices and branch offices of the above-named banks will continue to operate as a branch office of Community National Bank & Trust of Texas.

This notice is published pursuant to 12 USC 1828(c) and 12 CFR 5. Anyone may submit written comments on this application by February 27, 2025 to: Director for Licensing, 500 North Akard Street, Suite 1600, Dallas, Texas 75201, or by emailing Licensing@occ.treas.gov.

The public may find information regarding this application, including the date of the end of the public comment period, in the OCC Weekly Bulletin at www.occ.gov. Requests for a copy of the public file on the application should be made to the Director for Licensing at 500 North Akard Street, Suite 1600, Dallas, Texas 75201, or by emailing Licensing@occ.treas.gov.

CapTex Bank, Fort Worth, Texas
 Community National Bank & Trust of Texas, Corsicana, Texas
 IFL0214386
 Jan 29, Feb 5,



205 Brenda Lane
P. O. Box 79070
Saginaw, Texas 76179
817-230-0500
www.saginawtx.org

01/28/2025

NOTICE OF PUBLIC HEARING

RE: Consideration of a Request for a Specific Use Permit (SUP) to Allow for a Residential Carport on the Property Located at 1104 Roundhouse Dr., Saginaw, Texas 76179.

Dear Property Owner:

The Planning and Zoning Commission of the City of Saginaw will hold a Public Hearing on the 11th day of February, 2025 at 6:00 p.m. and the City Council will hold a Public Hearing on the 18th day of February, 2025 at 6:00 p.m. at the Saginaw City Hall, located at 333 West McLeroy Boulevard, Saginaw, Texas, for the purpose of considering a request for a specific use permit to allow for a residential carport on the property located at 1104 Roundhouse Dr., Texas 76179.

These hearings are open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. A reply form is provided for your convenience. Another person may also represent you.

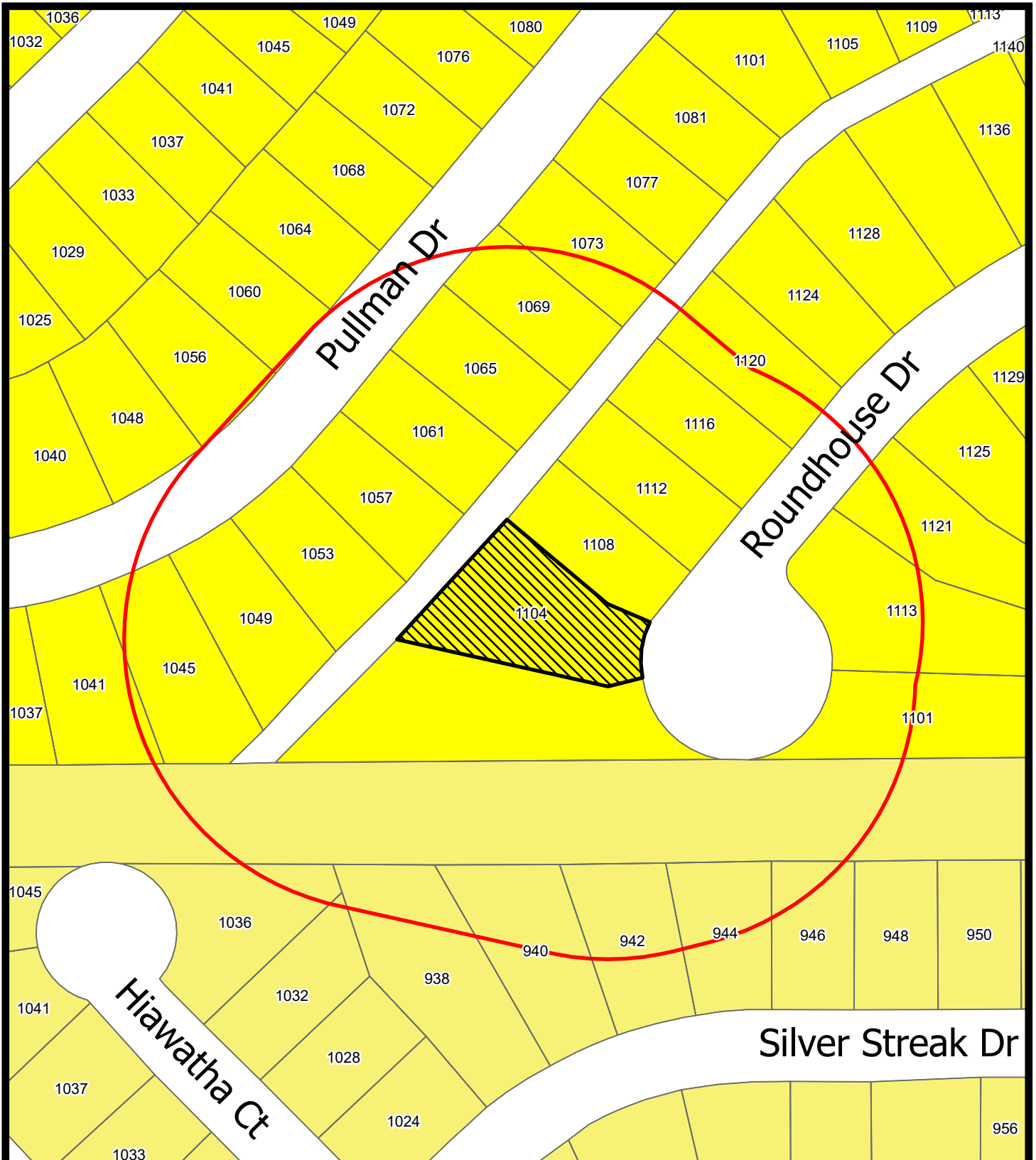
The enclosed map shows the area of request. The circle around the area is that within which property owners are required by law to be notified. Only that area which is shaded or highlighted is the property to be considered.

If you have any questions, you may call me at 817-230-0440 or e-mail me at pz@saginawtx.org.



Sincerely,

Susy Victor-Trevino
Planning Manager

Enclosures: Map of requested property and reply form.



Legend

-  200ft Buffer
-  Property of Interest

**1104 Roundhouse Dr.
Special Use Permit
200 ft Property Owner
Notification**



City of Saginaw

90 0 90



Feet

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P.O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

The Planning & Zoning Commission Meeting will meet on 02/11/25 at 6:00 p.m. and the City Council Meeting on 02/18/25 at 6:00 p.m. is in regards to a request for a specific use permit (SUP) to allow a residential carport on the property located on 1104 Roundhouse Dr., Saginaw, Texas 76179.

Name: _____

Address: _____

Phone Number: _____

In Favor

Opposed

Reasons and/or Comments

Specific Use Permit [REDACTED]

1104 ROUNDHOUSE DR, Fort Worth, TX 76131

Details

Files

Property

Activity

Contacts

Fees

Applicant



Glenn Rehm



[REDACTED]



Related Records


No related records found

+ Add related records

Overview



Record Template

Specific Use Permit 

Status

Awaiting Meeting (Scheduled) 

Application #

[REDACTED]

Owner

Planning Department

Submittal Date

January 14, 2025, 3:32pm


Form Submittal

 Update submittal

Owner Information



Owner

 Glenn Rehm



 1104 Roundhouse Dr., Saginaw TX 76131

Applicant Information



If the Applicant is the same as the Owner, check here and move on to the next section. Yes

Applicant

Property Information



Location of Property	1104 ROUNDHOUSE DR, Fort Worth, TX 76131
Legal Description	HIGHLAND STATION(SAGINAW) Block 20 Lot 43
Lot:	43
Block:	20
Addition:	-
Tract:	-
Abstract:	-
Survey:	N/A
Zoning:	SF-4 (Single Family) -Inactive
Subdivision	-
Present Use and Improvements on Property:	-

Additional Information



Has a previous application or appeal been filed on the property?	No
If yes please include the date here.	-
Specific Use Requested:	Carport
Application Justification for Request:	Applicant would like to protect his vehicle and assets.

Conditions of Permit Approval



Does the proposed use comply with all the requirements of the zoning district in which the property is located?	Yes
If no is selected, please provide further details:	-

Does the proposed use, as located and configured, contribute to or promote the general welfare and convenience of the city?

Yes

Please provide further details:

It will raise the applicant's property value and will be a nice product.

Do the benefits that the city gains from the proposed use outweigh the loss of or damage to any homes, businesses, natural resources, agricultural lands, historical or cultural landmarks or sites, wildlife habitats, parks, or natural, scenic, or historical features of significance, and outweigh the personal and economic cost of any disruption to the lives, business, and property of individuals affected by the proposed use?

Yes

Please provide further details:

It will raise the applicant's property value and will be a nice product.

Have adequate utilities, road access, drainage, and other necessary supporting facilities been or shall be provided?

Yes

If no is selected, please provide further details:

Existing lot.

Does the design, location, and arrangement of all public and private streets, driveways, parking spaces, entrances, and exits provide for a safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments?

Yes

Please provide further details:

Existing lot.

Does the issuance of the specific use permit not impede the normal and orderly development and improvement of neighboring vacant property?

Yes

Please provide further details:

No vacant property, existing property and will only increase property value.

Is the location, nature, and height of buildings, structures, walls, and fences in scale with the surrounding neighborhood?

Yes

Please provide further details:

It will be the first carport but it is being built to the specifications of the Building Division.

Will the proposed use be compatible with and not injurious to the use and enjoyment of neighboring property, nor significantly diminish or impair property values within the vicinity?

Yes

Please provide further details:

The carport should raise the applicant's property value and not diminish surrounding properties.

Have adequate nuisance prevention measures been taken or shall be taken to prevent or control offensive odors, fumes, dust, noise, vibration, and visual blight?

Yes

Please provide further details:

Yes, there will be no nuisances created by the structure.

Has sufficient on-site lighting been provided for the adequate safety of patrons, employees, and property, and such lighting is adequately shielded or directed so as not to disturb or adversely affect the neighboring properties?

Yes

Please provide further details:

Existing lighting is located on the property.

Are the proposed operations consistent with the applicant's submitted plans, master plans, and projections, or, where inconsistencies exist, do the benefits to the community outweigh the costs?

Yes

If no is selected, please provide further details:

The Building Division was satisfied by the design and plan for the carport.

Is there sufficient landscaping and screening to ensure harmony and compatibility with adjacent properties?

Yes

Please provide further details:

Yes, existing structure.

Is the proposed use in accordance with the City of Saginaw Comprehensive Land Use Plan?

Yes

If no is selected, please provide further details:

Yes, not diminishing the Plan.

City of Saginaw
Permit Department
301 S. Saginaw Blvd.
Bus: 817-230-0453 Fax: 817-232-8565
E-mail: permits@saginawtx.org



City of Saginaw
Carport Permit Application

Permit Date: 1-14-25
Permit #: [REDACTED]
Total Fee: _____
Receipt #: _____

Permit Address: 1104 Roundhouse dr

Property Owner Information

Name: Glenn Rehm
Address: 1104 Roundhouse dr
City: Saginaw State: Tx Zip: 76131
Phone: [REDACTED] E-mail: [REDACTED]

General Contractor Information Homeowner Contractor To be Determined

Name: [REDACTED]
Address: [REDACTED]
City: [REDACTED] Zip: [REDACTED]
Phone: [REDACTED] E-mail: [REDACTED]

Electrical Contractor Information Homeowner Contractor To be Determined

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ E-mail: _____

Permit Information

Construction Value: [REDACTED]
Square Footage: [REDACTED]
Site Plan (must be to scale and turned in with application):
Construction Plans (must be to scale and turned in with application):

Permit Requirements

1. Must provide one (1) complete set of plans (Must be to Scale)
2. Must have approved Specific Use Permit through Planning and Zoning and City Council.

All work must meet currently adopted codes and city ordinances. Inspections must be requested for all permits. This permit, once issued, expires by limitation 180 days from the date of issuance unless construction is commenced and inspection approval is obtained within 180 days of issuance. The authority having jurisdiction shall be permitted to grant an extension of the permit time period for additional 180 days upon written documentation, by the permittee, of a satisfactory reason for failure to start or complete the work or activity authorized by the permit. Only one extension will be allowed.

I understand that all permits require phase inspections in addition to a final inspection.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Applicant Signature: [REDACTED] Date: 1-14-25
Printed Name: [REDACTED] Date: 1-14-25

BUILDING INSPECTION DEPARTMENT
[REDACTED]
Date: 1-14-25
City of Saginaw, TX

Needs Sup

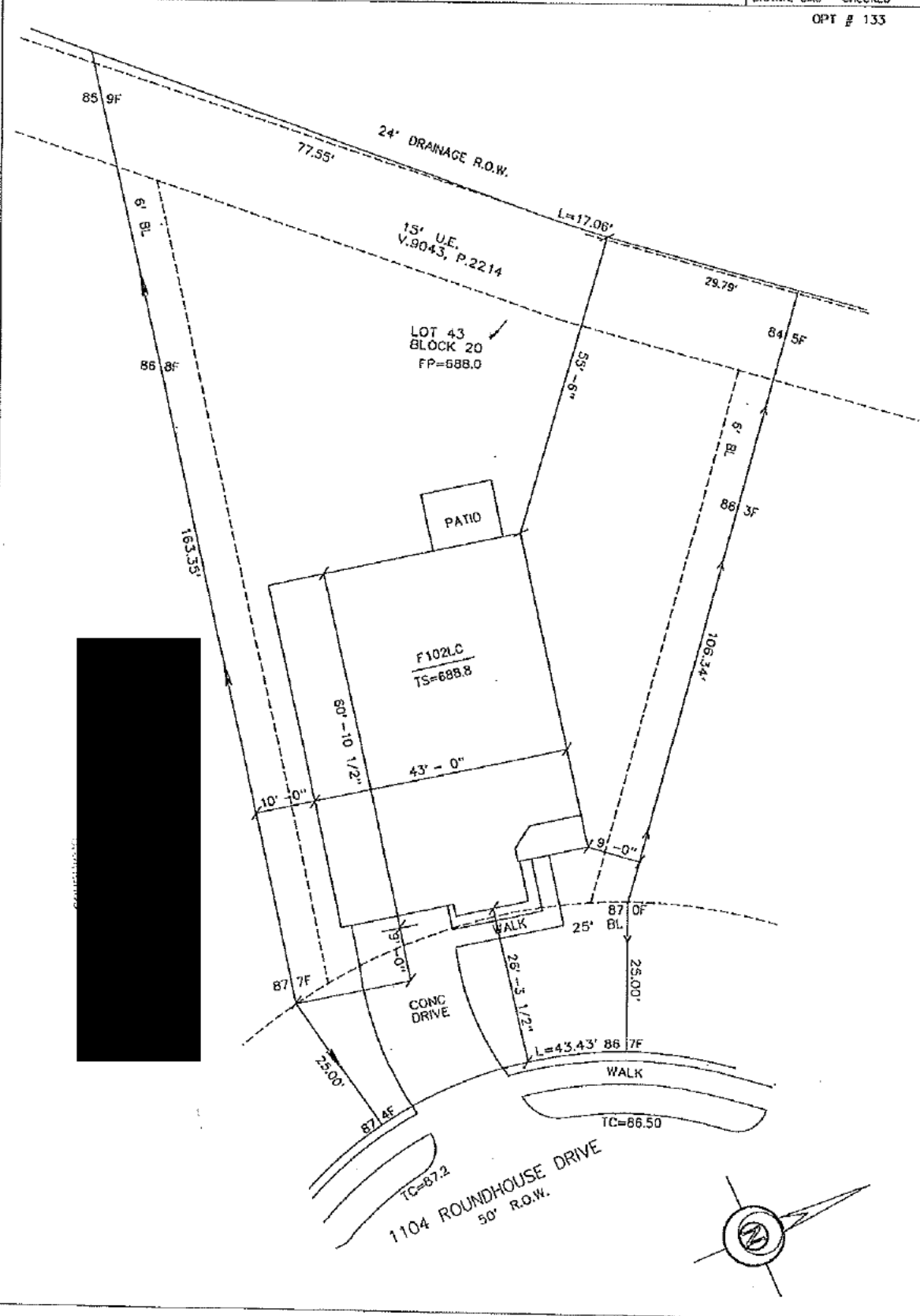
PLOT PLAN

SUBMITTED BY: CENTEX HOMES PLAN # F102LC
 SUBDIVISION: HIGHLAND STATION, PHASE III B3
 BLOCK 20 LOT: 43 DATE: 9-4-2001
 STREET ADDRESS: 1104 ROUNDHOUSE DRIVE SCALE: 1" = 20'
 CITY: SAGINAW, TEXAS

LEGEND:
 F.G. FINISHED GRADE
 T.S. TOP OF SLAB
 N. NATURAL GRADE
 D.G. DROP GRADE
 E.B. TOTAL EXPOSED BEAM
 T.C. TOP OF CURB
 D.P. DROPPED PATIO
 E.P. EDGE OF PAVING
 I.V. INVERT GRADES
 A.C. AIR-CONDITIONING PAD

DRAWN: CMC CHECKED

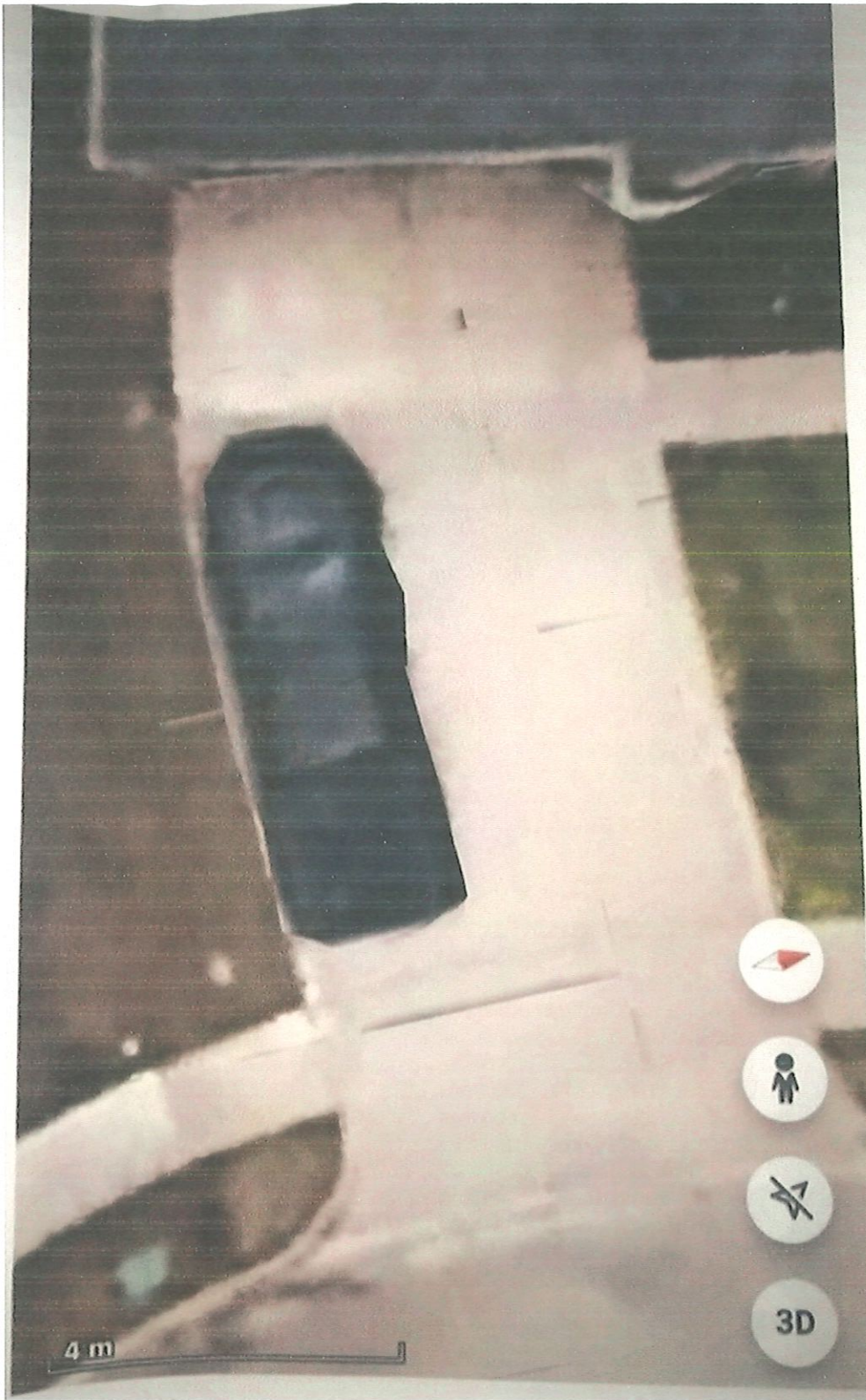
OPT # 133

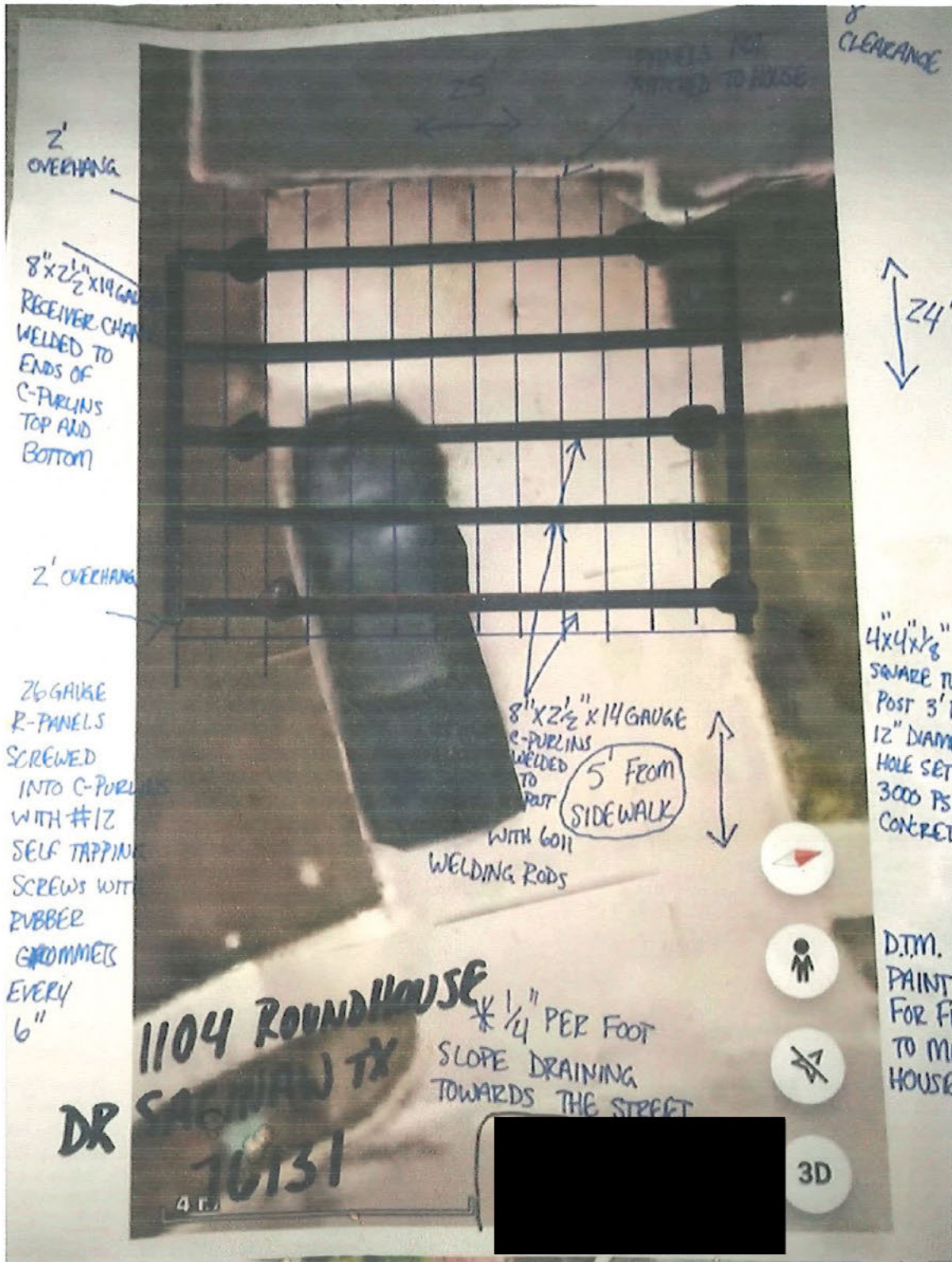


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12/19/24, 12:38 AM

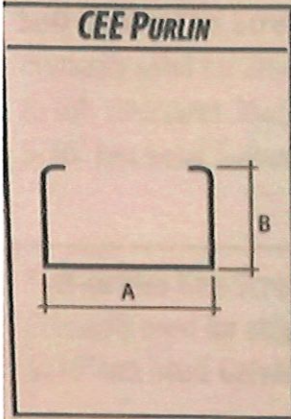




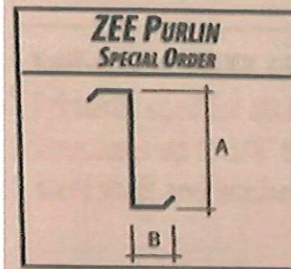


PURLIN, RECEIVER CHANNELS, BASE ANGLE

ALL MATERIAL HAS A RED OXIDE PRIMER.



WEB HEIGHT 'A'	LEG HEIGHT 'B'	THICKNESS OF WEB (GAUGE)	WEIGHT PER FOOT	LENGTH AND WEIGHT		
				20'	25'	30'
3"	1 5/8"	14	1.61	32.20	40.25	48.30
4"	1 5/8"	14	2.16	43.20	54.00	64.80
4"	2"	14	2.34	46.80	58.50	70.20
6"	2"	14	2.70	54.00	67.50	81.00
8"	2 1/2"	14	3.51	70.20	87.75	105.30
10"	2 3/4"	14	4.05	81.00	101.25	121.50
12"	3 1/2"	14	5.20	114.40	135.20	156.00



WEB HEIGHT 'A'	LEG HEIGHT 'B'	THICKNESS OF WEB (GAUGE)	WEIGHT PER FOOT	LENGTH AND WEIGHT		
				21'	26'	30'
4"	2"	14	2.34	49.14	60.84	70.20
6"	2"	14	2.70	56.70	70.20	81.00
8"	2 1/2"	14	3.51	73.71	91.26	105.30
12"	3 1/2"	14	5.20	109.20	135.20	156.00

RECEIVER CHANNEL

WEB	LEG	THICKNESS	WEIGHT	LENGTH AND WEIGHT
-----	-----	-----------	--------	-------------------

FASTENERS

SIZES AVAILABLE

Self-driller TEK Screws

Primarily used for attaching light gauge sheeting to sub structures. Maximum thickness rating is .125. 5/16" hex head. Galvanized steel and EPDM sealing washer.

12 x 3/4"
12 x 1 1/4"
12 x 1 1/2"
12 x 2"



Self-driller Lap Screws

Primarily used for attaching two light gauge metal sheet. 5/16" hex head. Galvanized steel and EPDM sealing washer.

14 x 7/8"



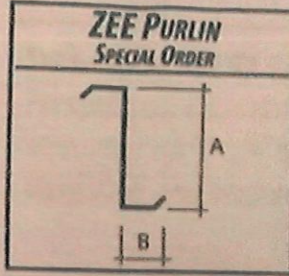
Self-driller MAXX 45 Heavy Gauge Screws

Primarily used for attaching light gauge sheeting to sub structures up to 3/8" thick. 5/16" hex head. Galvanized steel shaft and washer with EPDM sealing washer.

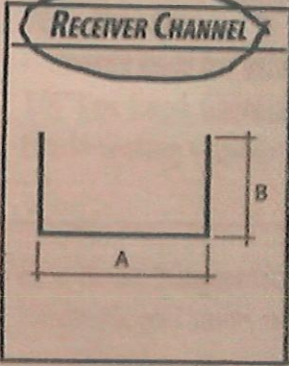
12-24 x 1 1/4"
12-24 x 1 1/2"



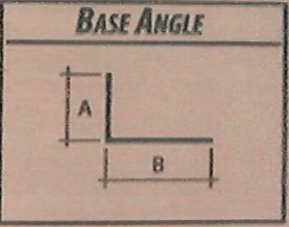
12	3 1/2	14	5.20	114.40	135.20	156.00
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WEB HEIGHT 'A'	LEG HEIGHT 'B'	THICKNESS OF WEB (GAUGE)	WEIGHT PER FOOT	LENGTH AND WEIGHT		
				21'	26'	30'
4"	2"	14	2.34	49.14	60.84	70.20
6"	2"	14	2.70	56.70	70.20	81.00
8"	2 1/2"	14	3.51	73.71	91.26	105.30
12"	3 1/2"	14	5.20	109.20	135.20	156.00



WEB HEIGHT 'A'	LEG HEIGHT 'B'	THICKNESS OF WEB (GAUGE)	WEIGHT PER FOOT	LENGTH AND WEIGHT	
				20'	25'
4 1/8"	2"	14	2.07	41.00	51.75
6 1/8"	2"	14	2.61	52.20	65.25
8 1/8"	2"	14	3.16	63.20	79.00
4 1/8"	3"	14	2.64	52.80	66.00
6 1/8"	3"	14	3.16	63.20	79.00
8 1/8"	3"	14	3.65	73.00	91.25

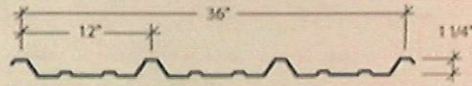


WEB HEIGHT 'A'	LEG HEIGHT 'B'	THICKNESS OF WEB (GAUGE)	WEIGHT PER FOOT	LENGTH AND WEIGHT	
				20'	25'
4"	2"	14	1.5625	31.25	39.06
3"	2"	14	1.3000	26.04	32.05
2 1/2"	2"	14	1.0400	20.83	26.00

METAL BUILDING SHEETS

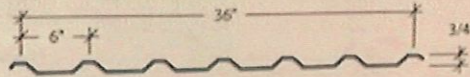
R PANEL

26 gauge material, 36" wide sheet coverage.
Available in stock lengths to 6' to 20' (2' increments).
Stock Colors: White, Light Stone, Galvalume.
Other colors and lengths available upon request.



U PANEL

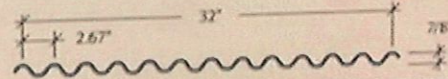
26 gauge material, 36" wide sheet coverage.



SPECIAL ORDER

C PANEL

26 gauge material, 32" wide sheet coverage.
Stock Colors: White, Galvalume.



SQUARE TUBING (CONTINUED)

10

ASTM A500

R = RED PRIMER

PRIMED	OUTSIDE DIMENSION 'A'	THICKNESS GAUGE 'B'	THICKNESS DECIMAL	WEIGHT PER FOOT	WEIGHT PER		
					20'	24'	40'
	3 1/2"	11	0.120	5.680	113.60	136.32	227.20
	3 1/2"	3/16"	0.188	8.150	163.00	195.60	326.00
	3 1/2"	1/4"	0.250	10.510	210.20	252.24	420.40
R	4"	14	0.083	4.420	88.40	106.08	N/A
R	4"	11	0.120	6.460	129.20	155.04	258.40
	4"	3/16"	0.188	9.420	188.40	226.08	376.80
	4"	1/4"	0.250	12.210	244.20	293.04	488.40
	4"	5/16"	0.312	14.830	296.60	355.92	593.20
	4"	3/8"	0.375	17.270	345.40	414.48	690.80
	4"	1/2"	0.500	21.630	432.60	519.12	865.20
	5"	11	0.097	7.964	159.28	191.14	318.56
	5"	3/16"	0.188	11.970	239.40	287.28	478.80
	5"	1/4"	0.250	15.620	312.40	374.88	624.80
	5"	3/8"	0.375	22.370	447.40	536.88	894.80
	6"	3/16"	0.188	14.530	290.60	348.72	581.20
	6"	1/4"	0.250	19.020	380.40	456.48	760.80
	6"	3/8"	0.375	27.480	549.60	659.52	1099.20

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2002-04, AS AMENDED, THE ZONING REGULATIONS OF THE CITY OF SAGINAW, TEXAS, BY APPROVING A SPECIFIC USE PERMIT TO ALLOW THE CONSTRUCTION AND USE OF A CARPORT ON CERTAIN PROPERTY LOCATED AT 1104 ROUNDHOUSE DRIVE IN SAGINAW, TEXAS; REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE SUBJECT TO ALL APPLICABLE ZONING REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City heretofore adopted Ordinance No. 2002-04, as amended, the Zoning Regulations of the City of Saginaw, which Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Sections 1-3 and 5-4 of the Zoning Regulations of the City, the owner of the property located at 1104 Roundhouse Drive, Saginaw, Texas, has filed an application for a Specific Use Permit to allow the construction and use of a carport; and

WHEREAS, the Planning and Zoning Commission of the City held a public hearing on February 11, 2025 and the City Council of the City held a public hearing on February 18, 2025, with respect to the Specific Use Permit described herein; and

WHEREAS, the City Council has determined that the requested specific use is compatible with adjacent property use and consistent with the character of the neighborhood, and deems it advisable and in the public interest to grant such permit on the terms and conditions described herein; and

WHEREAS, the City has complied with all requirements of the City Zoning Regulations, Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication, and procedural requirements for granting a Specific Use Permit for the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, THAT:

SECTION 1.

Ordinance No. 2002-04, Appendix A of the City Code, as amended, is hereby amended by approving the following specific use on the hereinafter described property and area, subject to all applicable zoning regulations:

Applicant: Glenn Rehm

Property Address: 1104 Roundhouse Drive, Saginaw, TX 76131

Legal Description: Highland Station (SAGINAW) Block 20, Lot 43, Phase III B3, an addition to the City of Saginaw, Tarrant County, Texas, as recorded in Cabinet A, Slide 5399 of the Tarrant County Deed Records.

Zoning Change: The property shall remain located in the Single Family (SF4) Zoning District, and a Specific Use Permit to allow the construction and use of a carport is hereby granted subject to the terms and conditions provided herein.

SECTION 2.

The Specific Use Permit as herein established has been made in accordance with the Comprehensive Land Use Plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 3.

The official Zoning Map of the City is amended and the City Secretary is directed to revise the official Zoning Map to reflect the approved Specific Use Permit as set forth above.

SECTION 4.

The use of the property described above shall be subject to all applicable regulations contained in the Zoning Regulations and all other applicable and pertinent ordinances of the City of Saginaw.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7.

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more

than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of Ordinance No. 2002-04, as amended, or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Saginaw is hereby directed to publish in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Texas Local Government Code.

SECTION 10.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS ___ DAY OF FEBRUARY, 2025

Todd Flippo, Mayor

ATTEST:

Vicky Vega, City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

Bryn Meredith, City Attorney

REPLY FORM

In order to be on record, this form may be filled out and mailed to the Planning Manager, at City of Saginaw, Texas, P.O. Drawer 79070, Saginaw, Texas 76179. If you have questions concerning this request, please call the Planning Manager, Susy Victor-Trevino, at 817-230-0440.

The Planning & Zoning Commission Meeting will meet on 02/11/25 at 6:00 p.m. and the City Council Meeting on 02/18/25 at 6:00 p.m. is in regards to a request for a specific use permit (SUP) to allow a residential carport on the property located on 1104 Roundhouse Dr., Saginaw, Texas 76179.

Name: _____ Jeremy [REDACTED] _____

Address: _____ [REDACTED] _____

Phone Number: _____ [REDACTED] _____

() In Favor

(X) Opposed

Reasons and/or Comments

Received via email on Febmaiy 03, 2025 at 7: 17 PM: _____

"I vote no on this Carport. Due to the fact I'm speaking for the residents not being sent this information or allowed to voice their desire or concerns regarding carports. If Saginaw wishes to allow them and make permits money off them they should allow the subdivision as a whole to vote. As far as I know this would be the first car port in subdivision. Please allow all the residents to make this decision through a majority vote."

Reasons and/or Comments

Received via email on February 05, 2025 at 4:32 PM:

“As I stated previously, I personally wouldn’t want to individually block anyone desires on their property. If given a subdivision wide vote of car ports should be allowed in Highland Station. I would 100 percent vote no. In my opinion it has more negative impact of street appearance than positive.

Reasons why it should be denied in my opinion.

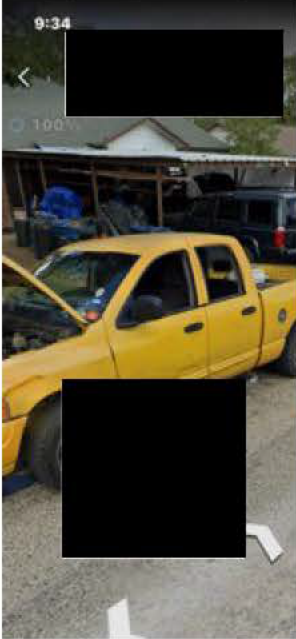
1. Increase likelihood garages wouldn’t be used for cars.
 2. Increase likelihood people would use their garages as living space.
 3. Increase likelihood each carport would like drastically different from the next and may suffer from lack of maintenance or paint.
 4. In rear likelihood people would use space as outdoor storage including trailer with junk on them or full of hanging plants or used at patio areas.
-

I would suggest putting it up for a committee vote. Before allowing the first one with only a few people getting a say. Because the city will have a very hard time denying a second regardless of who objects.”

Planning Zoning

From: Jeremy [REDACTED]
Sent: Tuesday, February 4, 2025 9:43 AM
To: Planning Zoning
Subject: Re: Carport

This is what I think of when someone says car port!



Sent from my iPhone

> On Feb 3, 2025, at 7:17 PM, Jeremy [REDACTED] wrote:

>

> Trevino,

> I vote no on this Carport. Due to the fact I'm speaking for the residents not being sent this information or allowed to voice their desire or concerns regarding carports. If Saginaw wishes to allow them and make permits money off them they should allow the subdivision as a whole to vote. As far as I know this would be the first car port in subdivision. Please allow all the residents to make this decision through a majority vote.

> Sent from my iPhone

Planning Zoning

From: Jeremy [REDACTED]
Sent: Wednesday, February 5, 2025 4:32 PM
To: Planning Zoning
Subject: Re: Carport

Jeremy [REDACTED]
[REDACTED]

As I stated previously I personally wouldn't want to individually block anyone desires on their property. If given a subdivision wide vote of car ports should be allowed in Highland Station. I would 100 percent vote no. In my opinion it has more negative impact of street appearance than positive.

Reasons why it should be denied in my opinion.

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2. Increase likelihood people would use their garages as living space.
3. Increase likelihood each carport would like drastically different from the next and may suffer from lack of maintenance or paint.
4. In rear likelihood people would use space as outdoor storage including trailer with junk on them or full of hanging plants or used at patio areas.

I would suggest putting it up for a committee vote. Before allowing the first one with only a few people getting a say. Because the city will have a very hard time denying a second regardless of who objects .
Sent from my iPhone

On Feb 4, 2025, at 5:21 PM, Planning Zoning <pz@saginawtx.org> wrote:

Good afternoon,

We have received your statement regarding the SUP request for a carport at 1104 Roundhouse Dr. Could you provide your contact information (Name, Phone, and Address) to allow us to include your statement at our Planning and Zoning Commission meeting via a Reply Form?

Thank you,

<image001.png>

Maria Hernandez

Planning Tech

Phone: [REDACTED]

Email: [REDACTED]
[REDACTED]

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the Planning & Zoning Commission

333 West McLeroy Boulevard, Saginaw, Texas 76179

February 11, 2025, 6:06 PM - February 11, 2025, 7:04 PM

Present at the Meeting:

- Member, Place No. 1, David Kraus
- Vice-Chairman, No. 2, Benjamin Guttery
- Member, Place No. 4, Malinda Julien
- Member, First Alternate, Vivian Anderson
- Recording Secretary/Planning Tech, Maria Hernandez
- Deputy Building Official, Chris Dyer
- City Attorney, Bessie Bronstein

Absent at the Meeting:

- Member, Place No. 3, Phillip Allen
- Chairman, Place No. 5, Jason LaBruyere
- Member, Second Alternate, Val Visas

Visitors at the Meeting:

- Glenn Rhem
- Jon Julien

1. Call to Order

1A. Roll Call to Establish Quorum- 6:06 PM

Vice-Chairman Guttery called the meeting to order at 6:06 P.M. The quorum will consist of Members Kraus and Julien. Alternate Member Anderson joined the meeting at 6:09 P.M.

1B. Audience Participation

Vice-Chairman Guttery explained the protocol for audience participation.

1C. Approval of Minutes

The minutes of the regular meeting on November 12, 2024 , were presented for approval. A motion was made by Member Julien to approve the minutes as presented with a second by Member Kraus. Motion carried unanimously.

2. Public Hearings

2A. PUBLIC HEARING -- Consideration and Action Regarding a Request for a Specific Use Permit to allow a Residential Carport on the Property located at 1104 Roundhouse Dr. , Saginaw, Texas 76179

Vice-Chairman Guttery opened the Public Hearing at 6:09 P.M.

The following reply forms were presented to be on the record:

- 1. Jeremy, in opposition to the item stated, "I vote no on this Carport. Due to the fact I'm speaking for the residents not being sent this information or allowed to voice their desire or concerns regarding carports. If Saginaw wishes to allow them and make permits money off them they should allow the subdivision as a whole to vote. As far as I know this would be the first carport in subdivision. Please allow all the residents to make this decision through a majority vote.
- As I stated previously I personally wouldn't want to individually block anyone desires on their property. If given a subdivision wide vote of car ports should be allowed in Highland Station. I would 100 percent vote no. In my opinion it has more negative impact of street appearance than positive. Reasons why it should be denied in my opinion.
 1. Increase likelihood garages wouldn't be used for cars.
 2. Increase likelihood people would use their garages as living space.
 3. Increase likelihood each carport would like drastically different from the next and may suffer from lack of maintenance or paint.
 4. In rear likelihood people would use space as outdoor storage including trailer with junk on them or full of hanging plants or used at patio areas.
- I would suggest putting it up for a committee vote. Before allowing the first one with only a few people getting a say. Because the city will have a very hard time denying a second regardless of who objects."

City Attorney Bronstein added that the Reply Form also included an image example of a carport that demonstrated the resident's concerns.

Planning Tech, Hernandez briefly introduced the item. The Commision asked for guidance from the City Attorney regarding the extent to which they can set guidelines for the overall appearance of the

carport. Vice-Chairman stated that the last carport application had been returned to the Commission from City Council with the request to set guidelines for what the carport should look like.

City Attorney Bronstein stated that the Commission should assess each application on a case by case basis and the outcome of a review would not set a precedent for future carport applications.

Planning Tech Hernandez clarified that the items referred to by the Commission were not carport applications. She further explained that the items were not reviewed by City Council and had been remanded back to the Planning & Zoning Commission at the request of the applicant due to a lack of a full quorum at the Planning & Zoning Commission meeting. City Attorney Bronstein added that the option to remand the item had been offered to the prior applicant to ensure the case had a fair review by a full quorum Commission.

The applicant, Glenn Rehm, addressed the Commission. Mr. Rehm stated that the intent of the carport was to protect his vehicles as the weather in the area was becoming increasingly severe. He stated that the carport would be a metal structure, not attached to his home, and the roof would be painted white to help reflect the heat from the sun and the side posts would be gray.

The Commission deliberated and asked for further clarification from the Deputy Building Official, Chris Dyer. DBO Dyer confirmed that the application had been reviewed by the Building Department. He explained that the intention of a carport permit was to allow all citizens in the City of Saginaw the opportunity to build a carport with the requirement that the carport must match the property's aesthetic and would not be a nuisance to the surrounding residents. He stated that the review by the Planning and Zoning Commission would set the guideline for the applicant's carport.

Audience participation consisted of the following individuals:

1. Glenn Rehm, Property Owner/Applicant

Vice-Chairman Guttery closed the Public Hearing at 6:28 P.M.

A motion was made by Member Julian with a second by Alternate Member Anderson to recommend approval to the City Council for a request for a specific use permit to allow a Carport on the property located at 1104 Roundhouse Dr with the condition that the structure not use a white paint color and for the overall aesthetic to match and enhance the property.

3. Business

4. Staff Report

4A. Project Updates for February 2025

Planning Tech Hernandez presented updates on city improvement projects for the month of January.

5. Executive Session

6. Adjournment

6A. Adjournment-

A motion was made by Vice-Chairman Guttery with a second by Member Julien to adjourn the meeting. Motion carried unanimously.

Vice-Chairman Guttery declared the meeting of February 11, 2025 closed at 7:04 P.M.

CITY OF SAGINAW PUBLIC NOTICE

The City of Saginaw Planning and Zoning Commission will conduct a Public Hearing at 6:00 p.m. on February 11, 2025 to consider a request for a specific use permit (*SUP*) to allow a residential carport on the property located on 1104 Roundhouse Dr., Saginaw, Texas 76131. The Saginaw City Council will conduct a Public Hearing at 6:00 p.m. on February 18, 2025 to consider the above-mentioned request for a SUP, contingent upon the receipt of a report regarding the SUP from the Planning and Zoning Commission. Both meetings will be at the City of Saginaw City Hall located at 333 W. McLeroy Boulevard, Saginaw, Texas, 76179.

FINAL ACTION IS TAKEN BY CITY COUNCIL ON PUBLIC HEARING CASES.

Please direct any question regarding this matter to Susy Victor-Trevino, Planning Manager, 817-230-0440.

Publication Date (Please Print Everything Above the Line): On or Before January 22, 2025.

Acknowledgment of publication requested, mail to City Secretary, P.O. Drawer 79070, Saginaw, Texas 76179. Telephone # 817-232-0327.



A. Consideration and Action Regarding Bid Award for Covered Parking for Police Department Vehicles--Russell Ragsdale, Police Chief

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Business Item: 5A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

During the budgeting process, the Police Department requested funding for covered parking spaces at the police department to protect city owned police vehicles. The estimate at that time was \$125,000. The City published specs for formal bids and received only one bid. The bid is from Real Steel Canopies, LLC out of Lubbock Texas.

The purpose of the covered parking is to protect and prolong the live of police units and the equipment mounted upon, both internally and externally. During violent storms officers currently spend the average of an hour moving police vehicles to covered parking within the city, and then afterwards moving those units back to the PD. During the Hot Texas Summers, the electronic equipment in the patrol cars routinely shuts down due to excessive heat. This causes the electronics to age prematurely and causes electronics to malfunction or stop working altogether. During emergencies, when officers are writing reports at the PD, they run to their units and are unable to access computer CAD information and at times encounter non-functioning emergency equipment until the unit interior has a chance to cool down.

FINANCIAL IMPACT:

Bid amount was \$155,000 for 27 covered parking spaces for police department vehicles

RECOMMENDATION:

Staff recommends that Council approve the bid for construction and award the bid to Real Steel Canopies, LLC.

Attachments

[Bid - Real Steel Canopies.pdf](#)

WE'VE GOT YOU COVERED

REAL STEEL

CANOPIES, LLC

FEBRUARY 10, 2025

SAGINAW POLICE DEPT

SAGINAW, TX

KEVIN RADINA

Real Steel Canopies LLC

Lubbock, TX

Saginaw Police Department
Saginaw, TX

Real Steel Canopies, LLC

4321 Woodrow Rd unit 33, Lubbock, TX 79424

Date: 2.10.25 Client: City of Saginaw

Reference: Police Department covered parking

Under satisfactory terms and agreement, Real Steel Canopies LLC (hereinafter referred to as "RSC") proposes to fabricate and install parking canopy kit for City of Saginaw (hereinafter referred to as the "Project") in accordance with the American Society for Testing Materials (ASTM), the Saginaw, TX and in accordance with the project manual documentation received as follows:

Drawings: none at time of bid, proposal is based on assumption of design

Addenda: n/a

Items specified in the drawings, specifications, and addenda that are not included in this proposal will be listed under Article V. - Exclusions. Moreover, notwithstanding the existence of other items specified throughout the project manual in its entirety, those not specifically listed in this proposal under Article I. Scope of Work are excluded.

I. PRICING (based on assumptions)

3 structures. Assume standard space of 9' wide x 18' deep. Clearance height 8' unless noted.

- A) 4spaces 32'x20' cantilever
- B) 9 spaces 81'x20' cantilever
- C) 14 spaces 135'x20' cantilever (12 spaces standard 9' wide, 1 space 13' wide 10' clearance, 1 space 14' wide 10' clearance)

Total spaces to be covered: 27 (two spaces oversized to accommodate specialized vehicles)

Fabrication and Installation of parking canopies
Total installation with concrete and paint: \$155,000.00

Total Base Bid pricing is for labor, materials, equipment, and supervision to perform the Scope of Work listed above with the exception of items listed in exclusions.

Saginaw Police Department

Saginaw, TX

II. SCOPE OF WORK

A. Excavation and demo

1. Demo existing parking surface at location of each column. Square cutout to be 4" larger than the diameter of the pier hole.
2. Excavate pier hole to diameter and depth specified in drawings. Not to exceed 7 feet in depth and 30" diameter.

B. Concrete

1. Install rebar cage and anchor bolts.
2. Pour 4000 psi concrete into pier holes to within 4 inches of finished parking
3. Finish concrete pier to finish grade

C. Structure

1. Fabricate structure according to stamped engineered drawings.
2. Delivery of structure package to jobsite
3. Erect red iron structure according to drawings
4. Install r-panels roof sheets
5. install trim molding on roof sheets
6. Painting of red iron with DTM paint or equivalent quality exterior paint type

III. QUALIFICATIONS

- A. RSC reserves the right to negotiate mutually acceptable terms in any proposed contract.
- B. Due to the COVID-19 pandemic, material pricing continues to fluctuate. Therefore, RSC reserves the right to revise Section I (Material Pricing Only) in-the-event that the pricing provided in Section I has increased at the time of the project award.
- E. Pricing is acceptable for thirty (60) days.
- F. Pricing provided in this proposal is based on one (1) mobilization.
- G. RSC will not warranty any concrete without reinforcement. Therefore, the use of rebar reinforcement is a condition precedent to RSC honoring its warranty.
- H. Client is responsible for the costs of local building permits.
- I. On site construction dumpster to be provided by client or other.

IV. ASSUMPTIONS

1. Design of structure is standard design typically used by Architect or engineering firm providing the kit. At the time of the proposal, no drawings specific to the project have been made available. RSC is basing proposal on basis of design drawings from known Architect or engineering firm who has previously designed and engineered drawings for RSC. Installation practices and materials used are assumed to be of same practice as previous projects RSC has done using structural kit purchased from and provided by RSC.
-

Saginaw Police Department

Saginaw, TX

V. EXCLUSIONS

RSC DOES NOT INCLUDE ANY OTHER ITEMS FOR WORK EXCEPT THOSE SPECIFICALLY LISTED UNDER THE SCOPE OF WORK ARTICLE ABOVE. THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED:

1. All site Surveying and Engineering (Unless Specifically Noted Otherwise – above)
2. Proposal is made assuming all excavations for foundations will be into dirt and conventional excavation methods will be possible. Excavations into rock and other cemented materials requiring nonconventional excavation methods i.e. but not limited to, Excavators with Jackhammer attachment, anchor truck, vac truck, rock saw, etc. are not covered in this proposal and will incur extra costing and be billed on a per hole basis.
3. Any loss of time or schedule delay due to plan issues, RFIs, anchor bolts, steel drawings, or other trades will be billed on a cost-plus fifteen percent basis.
4. Proposal is made assuming one mobilization per project. If all work cannot be completed in a consecutive order and RSC must pull off the project and then remobilize at a future date a mobilization charge of \$10,000 per mobilization will be incurred.
5. RSC will not be responsible for Asphalt or Concrete Repair or Flow Fill under Repair.
6. RSC will not be responsible for any Demolition, Permits, Dumpsters, and Offsite Spoils Haul-Off for any Material Generated by RSC or Other Trades. This would include the demo of the wash-out pit.
7. RSC will not be responsible for weather related costs for curing including concrete blankets or concrete additives due to weather.
8. RSC is not responsible for the costs of permits associated with the project
9. RSC will not be responsible for stand-by for equipment and men due to delays by others. Any costs incurred to be billed at a rate of cost + 15%.
10. RSC will not be responsible for fees for any testing or inspection.
11. RSC will not be responsible for all necessary Traffic Control.
12. RSC will not be responsible for Concrete Washout Pit
13. Curb Stops/Wheel Stops
14. All Striping (Unless Specifically Noted Otherwise – above)
15. All Joint Sealant
16. RSC reserves the right to requote the project upon receipt of approved stamped engineered drawings
17. RSC shall be held harmless from performing its obligations under a Force Majeure event
18. Concrete Temperature Control

VI. CHANGES TO THE WORK

1. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, or extra work will be executed only upon written orders from the client or client's representative to RSC. Once a change order is submitted from RSC to the client or clients representative, and approved, RSC requires 5 days to review the changes submitted by the client or clients representative to apply accurate cost as well as delay cost to the change order. The change order will become an extra charge over and above the original contract. All agreements are contingent upon pandemic related obstacles, riots, government shutdowns, strikes, accidents, weather, or delays beyond RSC's control.

The owner of said project is to carry fire, tornado, and other necessary insurance.

Saginaw Police Department
Saginaw, TX

VII. WARRANTY

RSC does not warranty the performance, applicability, or suitability of materials for their intended or specific use. RSC will complete work via stamped blueprints, official project specification book, City of Saginaw, TX specifications, ASTM and ACI Concrete specifications. Deviation from these specifications will only be done by RSC if requested in writing prior to work being completed. The above price, specifications, and conditions are satisfactory and are hereby accepted. The client or client's representative acknowledges by executing this agreement that they agree to our regular delivery terms and conditions.

Thank you for the opportunity to submit this quotation for the project. We appreciate your consideration and look forward to working with you.

Regards,

Kevin Radina

Senior Project Estimator

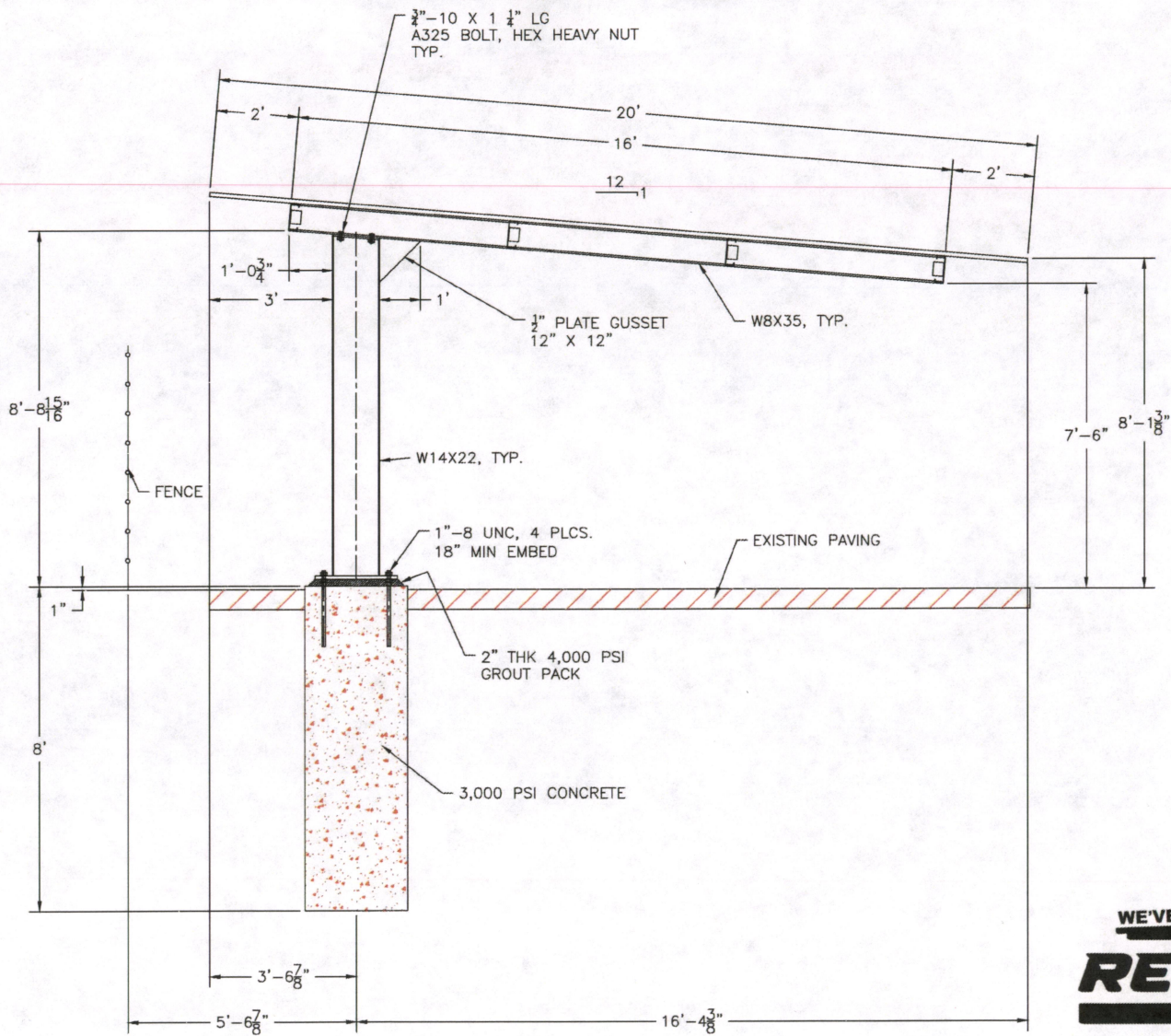
Real Steel Canopies, LLC

For questions or comments please contact our sales department.

Jeremy Norwood

972.746.9502

jeremy@realsteelcanopies.com



WE'VE GOT YOU COVERED
REAL STEEL
 CANOPIES, LLC



A. Adjournment--Todd Flippo, Mayor

Meeting	Agenda Group
Tuesday, February 18, 2025, 6:00 PM	Adjournment Item: 7A.
Reference File	
Community Goals	

BACKGROUND/DISCUSSION:

text placeholder

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A